IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
AN GLOBAL LLC, *et al.*,[1]	Case No. 23-11294 (JKS)
Debtors.	(Jointly Administered)

SUPPLEMENTAL DECLARATION OF JAMES S. FELTMAN IN SUPPORT OF THE DEBTORS' DIP FINANCING MOTION

Pursuant to 28 U.S.C. § 1746, I, James S. Feltman, hereby declare:

1. I am the Chief Restructuring Officer ("CRO") of AN Global LLC and its affiliates that are debtors and debtors-in-possession in these proceedings (collectively, the "Debtors" or the "Company"). I am a Senior Managing Director of Teneo Capital LLC ("Teneo"), based in New York, New York. On March 31, 2023, the Debtors engaged Teneo to provide turnaround management services, and designated me as Chief Responsible Officer (now CRO) of the Debtors.

1. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8I73); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); and QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); and Tarnow Investment, S.L. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

2. My experience in the restructuring industry spans over 30 years and encompasses a broad range of corporate recovery services, including engagements involving business workouts and turnarounds, operational restructuring, and fiduciary and related matters. Before joining Teneo in March 2023, I served as a Managing Director of Duff & Phelps LLC (now known as Kroll LLC). In addition to this service, I have over two decades of experience with Big 4 accounting firms and I was previously a partner at Arthur Andersen LLP and KPMG LLP. I am a fellow of the American College of Bankruptcy, a member of the American Institute of Certified Public Accountants and Florida Institute of Certified Public Accountants, and a Certified Public Accountant in the State of Florida. From 2002-2008, I was a member of the board of directors of the American Bankruptcy Institute.

3. I submit this supplemental declaration ("Supplemental Declaration") in further support of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition 1L Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [D.I. 12] (the "DIP Financing Motion").[2] I have reviewed the DIP Financing Motion, and it is my belief that the relief sought therein is essential to the uninterrupted operation of the Debtors' business and to the success of the Chapter 11 Cases (as defined in the DIP Financing Motion). I am over the age of 18 and am authorized to submit this Declaration on behalf of the Debtors.

4. Except as otherwise indicated, all facts set forth in this Supplemental Declaration are based upon my personal knowledge, my review of relevant documents,

2. Capitalized terms not defined herein shall have the meanings given to them in the DIP Financing Motion.

information provided to me by employees working under my supervision at Teneo, my discussions with the Debtors' senior management team, or my opinion based upon experience, knowledge and information concerning the operations of the Debtors. If called upon to testify, I would testify competently to the facts set forth in this Declaration. Unless otherwise indicated, the financial information contained herein is unaudited and provided on a consolidated basis.

SUPPLEMENTAL DISCLOSURE

5. As noted in my August 28, 2023 declaration in support of the DIP Financing Motion [D.I. 14], the Debtors entered into prepetition credit facilities and an intercreditor agreement, which are further discussed below.

I. Prepetition 1L Credit Facility Documents

6. Attached as **Exhibit 1** is a true and correct copy of the Prepetition 1L Credit Facility financing agreement (the "Prepetition 1L Financing Agreement") by and among AgileThought, Inc. ("AgileThought" or "Holdings") and AN Global LLC ("AN Global" or "Borrower"), each subsidiary of Holdings listed as "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), dated as of May 27, 2022.

7. Attached as **Exhibit 2** is a true and correct copy of that certain pledge and security agreement to the Prepetition 1L Financing Agreement, dated as of May 27, 2022.

8. Attached as **Exhibit 3** is a true and correct copy of that certain joinder agreement between AgileThought México, S.A. de C.V. ("AgileThought México") and Blue Torch, dated as of August 3, 2022.

9. Attached as **Exhibit 4** is a true and correct copy of that certain Waiver and Amendment No. 1 to the Prepetition 1L Financing Agreement, dated as of August 10, 2022.

10. Attached as **Exhibit 5** is a true and correct copy of that certain Amendment No. 2 to the Prepetition 1L Financing Agreement, dated as of November 1, 2022.

11. Attached as **Exhibit 6** is a true and correct copy of that certain Waiver and Amendment No. 3 to the Prepetition 1L Financing Agreement, dated as of December 19, 2022.

12. Attached as **Exhibit 7** is a true and correct copy of the pledge agreement entered into and between AgileThought Digital Solutions, S.A.P.I. de C.V., as pledgor, and Blue Torch, as pledgee (the "AgileThought Digital Solutions Pledge Agreement"), dated as of January 6, 2023.

13. Attached as **Exhibit 8** is a true and correct copy of the pledge agreement entered into and between Holdings, IT Global Holding LLC, QMX Investment Holding USA, Inc., Entrepids Technology Inc., 4th Source Mexico, LLC, and 4th Source, LLC, as pledgors, and Blue Torch, as pledgee (the "Share and Equity Interest Pledge Agreement"), dated as of January 6, 2023.

14. Attached as **Exhibit 9** is a true and correct copy of that certain Amendment No. 4 to the Prepetition 1L Financing Agreement, dated as of March 7, 2023.

15. Attached as **Exhibit 10** is a true and correct copy of that certain Amendment No. 4 supplemental agreement letter to the Prepetition 1L Financing Agreement, dated as of March 9, 2023.

16. Attached as **Exhibit 11** is a true and correct copy of that certain forbearance agreement to the Prepetition 1L Financing Agreement (the "Prepetition 1L Forbearance Agreement"), dated as of April 18, 2023.

17. Attached as **Exhibit 12** is a true and correct copy of that certain security agreement supplement to the Prepetition 1L Financing Agreement, dated as of April 19, 2023.

18. Attached as **Exhibit 13** is a true and correct copy of that certain Amendment No. 5 to the Prepetition 1L Financing Agreement, dated as of April 20, 2023.

19. Attached as **Exhibit 14** is a true and correct copy of that certain first amendment to the Prepetition 1L Forbearance Agreement, dated as of May 14, 2023.

20. Attached as **Exhibit 15** is a true and correct copy of that certain second amendment to the Prepetition 1L Forbearance Agreement, dated as of May 19, 2023.

21. Attached as **Exhibit 16** is a true and correct copy of that certain Amendment No. 6 to the Prepetition 1L Financing Agreement, dated as of July 17, 2023.

22. Attached as **Exhibit 17** is a true and correct copy of that certain first amendment to the AgileThought Digital Solutions Pledge Agreement, dated as of August 4, 2023.

23. Attached as **Exhibit 18** is a true and correct copy of that certain first amendment to the Share and Equity Interest Pledge Agreement, dated as of August 4, 2023.

24. Attached as **Exhibit 19** is a true and correct copy of that certain second amendment to the AgileThought Digital Solutions Pledge Agreement, dated as of August 18, 2023.

25. Attached as **Exhibit 20** is a true and correct copy of that certain second amendment to the Share and Equity Interest Pledge Agreement, dated as of August 18, 2023.

26. Attached as **Exhibit 21** is a true and correct copy of that certain Amendment No. 7 to the Prepetition 1L Financing Agreement, dated as of August 18, 2023.

II. Prepetition 2L Credit Facility Documents

27. Attached as **Exhibit 22** is a true and correct copy of the Prepetition 2L Credit Facility financing agreement by and among Holdings and AgileThought México, as borrowers, AN Global LLC, as intermediate holdings, various financial institutions party thereto, as lenders, GLAS USA LLC, as administrative agent, and GLAS Americas LLC, as collateral agent (the "Prepetition 2L Financing Agreement"), dated as of November 22, 2021.

28. Attached as **Exhibit 23** is a true and correct copy of that certain Amendment No. 1 to the Prepetition 2L Financing Agreement, dated as of December 9, 2021.

29. Attached as **Exhibit 24** is a true and correct copy of the guaranty and collateral agreement (the "Guaranty and Collateral Agreement") by and among IT Global Holding LLC, 4th Source, LLC, AN Global LLC, and each of their affiliates party thereto, as grantors, GLAS USA LLC, as administrative agent, and GLAS AMERICAS LLC, as collateral agent, dated as of January 28, 2022.

30. Attached as **Exhibit 25** is a true and correct copy of that certain Amendment No. 2 to the Prepetition 2L Financing Agreement, dated as of March 30, 2022.

31. Attached as **Exhibit 26** is a true and correct copy of that certain Amendment No. 3 to the Prepetition 2L Financing Agreement, dated as of May 27, 2022.

32. Attached as **Exhibit 27** is a true and correct copy of that certain amended and restated guaranty and collateral agreement to the Prepetition 2L Financing Agreement, dated as of May 27, 2022.

33. Attached as **Exhibit 28** is a true and correct copy of that certain Amendment No. 4 to the Prepetition 2L Financing Agreement, dated as of August 10, 2022.

34. Attached as **Exhibit 29** is a true and correct copy of that certain Amendment No. 5 to the Prepetition 2L Financing Agreement, dated as of November 1, 2022.

35. Attached as **Exhibit 30** is a true and correct copy of that certain Amendment No. 6 to the Prepetition 2L Financing Agreement, dated as of March 7, 2023.

36. Attached as **Exhibit 31** is a true and correct copy of that certain forbearance agreement to the Prepetition 2L Financing Agreement, dated as of April 18, 2023.

37. Attached as **Exhibit 32** is a true and correct copy of that certain Guaranty and Collateral Agreement supplement to the Prepetition 2L Financing Agreement, dated as of April 20, 2023.

III. Intercreditor Agreement Documents

38. Attached as **Exhibit 33** is a true and correct copy of the subordination and intercreditor agreement by and between Blue Torch and GLAS USA LLC and GLAS AMERICAS LLC regarding the relative priority of their respective liens on the prepetition collateral (the "Intercreditor Agreement"), dated as of May 27, 2022.

39. Attached as **Exhibit 34** is a true and correct copy of that certain Amendment No. 1 to the Intercreditor Agreement, dated as of April 18, 2023.

40. Attached as **Exhibit 35** is a true and correct copy of that certain Amendment No. 2 to the Intercreditor Agreement, dated as of July 17, 2023.

41. Attached as **Exhibit 36** is a true and correct copy of that certain Amendment No. 3 to the Intercreditor Agreement, dated as of August 18, 2023.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 2, 2023.

/s/ James S. Feltman
James S. Feltman
Chief Restructuring Officer

EXHIBIT 1

Prepetition 1L Financing Agreement

Execution Version

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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SCHEDULES AND EXHIBITS

FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) a term loan in the aggregate principal amount of $55,000,000, and (b) a revolving credit facility in an aggregate principal amount not to exceed $3,000,000 at any time outstanding. The proceeds of the term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes and (iv) to pay fees and expenses related to this Agreement. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Party) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof):

(a) From the Effective Date until the date on which quarterly financial statements and a Compliance Certificate are received by the Administrative Agent in accordance with Section 7.01(a)(ii) and Section 7.01(a)(iv) for the first fiscal quarter ending after the Effective Date (the "Initial Applicable Margin Period"), the relevant Applicable Margin shall be set at Level I in the table below.

(b) After the Initial Applicable Margin Period, the relevant Applicable Margin shall be set at the respective level indicated below based upon the First Lien Leverage Ratio set forth opposite thereto, which ratio shall be calculated as of the end of the most recent fiscal quarter of Holdings and its Subsidiaries for which quarterly financial statements and a Compliance Certificate are received by the Administrative Agent in accordance with Section 7.01(a)(ii) and Section 7.01(a)(iv):

Level	First Lien Leverage Ratio	Reference Rate Loans	SOFR Loans
I	Greater than or equal to 4.00 to 1.00	8.00%	9.00%
II	Less than 4.00 to 1:00 and equal to or greater than 3.00 to 1.00	7.00%	8.00%
III	Less than 3.00 to 1.00 and equal to or greater than 2.00 to 1.00	6.50%	7.50%
IV	Less than 2.00 to 1.00	6.00%	7.00%

(c) Subject to clause (d) below, the adjustment of the Applicable Margin (if any) will occur two (2) Business Days after the date the Administrative Agent receives the quarterly financial statements and a Compliance Certificate in accordance with Section 7.01(a)(iv) and Section 7.01(a)(iv).

(d) Notwithstanding the foregoing:

(i) the Applicable Margin shall be Level I in the table above (x) upon the occurrence and during the continuation of a Default or Event of Default, or (y) if for any period, the Administrative Agent does not receive the quarterly financial statements and Compliance Certificate described in clause (c) above, for the period commencing on the date such quarterly financial statements and Compliance Certificate were required to be delivered pursuant to clause (c) above through the date on which such quarterly financial statements and Compliance Certificate are actually received by the Administrative Agent; and

(ii) in the event that any quarterly financial statement or such Compliance Certificate described in clause (c) above is inaccurate (regardless of whether this Agreement or any Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any fiscal period, then the Applicable Margin for such fiscal period shall be adjusted retroactively (to the effective date of the determination of the Applicable Margin that was based upon the delivery of such inaccurate quarterly financial statement or Compliance Certificate) to reflect the correct Applicable Margin, and the Borrower shall promptly make payments to the Administrative Agent to reflect such adjustment.

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount

of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to the first sentence of Section 2.03(b)) whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and

the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such

board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in

excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan Party) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property

constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan Party) maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback

transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution,

labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the

meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution

by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as (w) amended by that certain Amendment No. 1 to the Credit

Agreement dated as of December 9, 2021, (x) amended by that certain Amendment No. 2 to the Credit Agreement dated as of March 30, 2022, (y) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement and (z) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $3,700,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation,

the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means the fee letter, dated as of the date hereof, among the Borrower, the Lenders and the Administrative Agent.

"Final Maturity Date" means May 27, 2026. If such date is not a Business Day, the immediately preceding Business Day.

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the

Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Funding Losses" has the meaning specified therefor in Section 2.09.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of

having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values

(including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" has the meaning specified therefor in Section 2.05(a).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring,

receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding

Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means the Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter, any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan Party" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a

security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

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

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Party) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings,

demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Party) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Party), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the

period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition; and.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan Party), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan Party) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any

Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such

Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) the Existing Earn-Out Obligations;

(m) Permitted Future Earn-Out Obligations;

(n) Subordinated Indebtedness;

(o) Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal amount not to exceed $23,000,000, plus the aggregate amount of interest on such

Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) Indebtedness arising from Permitting Factoring Dispositions;

(q) the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) to the extent constituting Indebtedness, the Unpaid Taxes;

(t) PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Party), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Party) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Party) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Party), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Party) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any

of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is

organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified; and

(d) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses

incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan Party),

(c) any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan Party) to any other Subsidiary of the Borrower,

(d) Holdings to pay dividends in the form of common Equity Interests, and

(e) Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans

(including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) a Lender's obligation to make the Term Loan and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan and the denominator shall be the aggregate unpaid principal amount of the Term Loan, and

(c) all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loan, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loan, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to Section 7.01(a)(vii).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Party) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) a Mortgage duly executed by the applicable Loan Party,

(b) evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or

Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan Party) in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations.

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its

debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of Holdings unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the loans made by the Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the amount set forth in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loan (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Lenders' Term Loan Commitments.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in Section 1.04.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash, Cash Equivalents and any Indebtedness owing to such Person or any of its Subsidiaries by Affiliates of such Person), minus (b) the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words

"include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01, Section 7.02 and Section 7.03, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 842 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied, (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Holdings and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Obligation to Make Payments in Dollars. All payments to be made by any Loan Party of principal, interest, fees and other Obligations under any Loan Document shall be made in Dollars in same day funds, and no obligation of any Loan Party to make any such payment shall be discharged or satisfied by any payment other than payments made in Dollars in same day funds.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time during the term of this Agreement, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment; and

(ii) each Term Loan Lender severally agrees to make the Term Loan to the Borrower on the Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan Commitment.

No portion of any Loan will be funded (initially or through participation, assignment, transfer or securitization) with plan assets of any plan covered by ERISA or Section 4975 of the Internal Revenue Code if it would cause the Borrower or any Guarantor to incur any prohibited transaction excise tax penalties under Section 4975 of the Internal Revenue Code.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans outstanding at any time to the Borrower shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow, the Revolving Loans on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein. No Revolving Loans shall be advanced on the Effective Date.

(ii) The aggregate principal amount of the Term Loan made on the Effective Date shall not exceed the Total Term Loan Commitment. Any principal amount of the Term Loan which is repaid or prepaid may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior notice in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing") or such other form approved by the Administrative Agent, not later than 12:00 noon (New York City time) on the date which is (i) in the case of the Term Loan, three (3) Business Days prior to the Effective Date and (ii) three (3) Business Days prior to the date of the proposed Revolving Loan (or such shorter period as the Administrative Agent is willing to accommodate

from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed Loan). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, (ii) whether such Loan is requested to be a Revolving Loan or the Term Loan, (iii) whether the Loan is requested to be a Reference Rate Loan or a SOFR Loan, (iv) the use of the proceeds of such proposed Loan, (v) Borrower's account wiring instructions, and (vi) the proposed borrowing date, which must be a Business Day, and, with respect to the Term Loan, must be the Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the

Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Accounts no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Accounts or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be wired to an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender

of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal amount of the Term Loan shall be repayable in consecutive quarterly installments on the last Business Day of each fiscal quarter of Holdings and its Subsidiaries starting with the fiscal quarter ending December 31, 2023, each in an amount equal to $687,500.00; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan. The outstanding unpaid principal amount of the Term Loan, and all accrued and unpaid interest thereon, shall be due and payable on the earliest of (i) the termination of the Total Revolving Credit Commitment, (ii) the Final Maturity Date and (iii) the date on which the Term Loan is declared due and payable pursuant to the terms of this Agreement.

(c) Each Lender shall maintain, in accordance with its usual practice, an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Borrower, each Revolving Loan shall be either a Reference Rate Loan or a SOFR Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of

such Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(b) Term Loan. Subject to the terms of this Agreement, at the option of the Borrower, the Term Loan or any portion thereof shall be either a Reference Rate Loan or a SOFR Loan. Each portion of the Term Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin, and each portion of the Term Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable (i) in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month, commencing on the last Business Day of the month following the month in which such Loan is made, (ii) in the case of a SOFR Loan, on the last day of the then effective Interest Period applicable to such Loan and (iii) in the case of each Loan, at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed. For the avoidance of doubt, no date of payment shall be included in any computation.

Section 2.05 Increase in Revolving Credit Commitment.

(a) The Borrower may request an increase in Revolving Credit Commitments from the existing Revolving Loan Lenders from time to time upon not less than 15 days' written notice to Administrative Agent and the Revolving Loan Lenders, as long as (i) the requested increase is offered on the same terms as the existing Revolving Credit Commitments, (ii) such new Revolving Credit Commitments shall be available at any time prior to the Final Maturity Date, (iii) the Revolving Loan made pursuant to such Revolving Credit Commitments are used for the general corporate purposes of the Borrower (including in connection with Permitted Acquisitions), and (iv) the Administrative Agent and the Revolving Loan Lenders consent in their sole discretion to such increase at the time of the request thereof (any Revolving Loans extended pursuant to this Section 2.05, "Incremental Revolving Loans").

(b) Upon satisfaction of the criteria set forth in Section 2.05(a), Administrative Agent shall promptly notify the existing Revolving Loan Lenders of the requested increase and, within 3 Business Days thereafter, each existing Revolving Loan Lender shall notify Administrative Agent in writing if and to what extent such existing Revolving Loan Lenders commits to increase its Revolving Credit Commitment. Any existing Revolving Loan Lenders not responding within such period shall be deemed to have declined an increase. For the avoidance of doubt, no existing Revolving Loan Lender shall be obligated to participate in any extension of Incremental Revolving Loans. All such increased Revolving Credit Commitments among committing Revolving Loan Lenders in connection with Incremental Revolving Loans shall be allocated on a pro rata basis (in accordance with such Revolving Loan Lenders Pro Rata Shares of the current Revolving Credit Commitments) between such participating Revolving Loan Lenders (or on such other basis as the participating Revolving Loan Lenders agree in their sole discretion). The Total Revolving Credit Commitment shall be increased by the requested amount (or such lesser amount committed) on a date agreed upon by Administrative Agent, the participating Revolving Loan Lenders and the Borrower and all such Incremental Revolving Loans made shall be deemed a "Revolving Loan" hereunder. The Administrative Agent, the Borrower, and the existing Revolving Loan Lenders making new Revolving Loans shall execute and deliver such customary documents and agreements as Administrative Agent deems reasonably appropriate to evidence the increase in and allocations of Revolving Credit Commitments. On the effective date of any such increase, the outstanding Revolving Loans and other exposures under the Revolving Credit Commitments shall be reallocated among Revolving Loan Lenders, and settled by Administrative Agent as necessary, in accordance with Revolving Loan Lenders' adjusted shares of such Revolving Credit Commitments.

Section 2.06 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $1,000,000 (or by the full amount of the Total Revolving Credit Commitment in effect immediately prior to such reduction if such amount at that time is less than $1,000,000), (2) made by providing prior to 5:00 p.m. New York City time, not less than five (5) Business Days' prior written notice to the Administrative Agent, (3) irrevocable and (4) accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Term Loan. The Total Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may, at any time and from time to time, upon written notice delivered by 5:00 p.m. New York City time, ten Business Days' prior to the proposed prepayment date, prepay the principal of any Revolving Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(i) in connection with a reduction of the Total Revolving Credit Commitment pursuant to Section 2.06(a)(i) above shall be accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment.

(ii) Term Loan. The Borrower may, at any time and from time to time, by 5:00 p.m. (New York City time) upon at least five (5) Business Days' prior written notice to the Administrative Agent, prepay the principal of the Term Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(ii) shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid and (B) the Applicable Premium, if any, payable in connection with such prepayment of the Term Loan. Each such prepayment shall be applied against the remaining installments of principal due on the Term Loan in the inverse order of maturity.

(iii) Termination of Agreement. The Borrower may, upon at least 30 days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in full in cash, the Obligations, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement. If the Borrower has sent a notice of termination pursuant to this Section 2.06(b)(iii), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrower shall be obligated to repay the Obligations, in full in cash, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice.

(c) Mandatory Prepayment.

(i) Within three (3) Business Days after the delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(iii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended December 31, 2022 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(iii), by the date three (3) Business Days after the date such statements are required to be delivered to the Agents and the Lenders pursuant to Section 7.01(a)(iii), the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to the result of (to the extent positive) (1) ECF Percentage of Holdings and its Subsidiaries for such Fiscal Year minus (2) the aggregate principal amount of all payments made by the Borrower pursuant to Section 2.06(b) for such Fiscal Year (in the case of payments made by the Borrower pursuant to Section 2.06(b)(i), only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments).

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (g), (h) or (j) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrower shall

prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Dispositions $250,000 in any Fiscal Year. Nothing contained in this Section 2.06(c)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Immediately upon the receipt of Net Cash Proceeds (A) from the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith or (B) upon an Equity Issuance (other than any Excluded Equity Issuances), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 25% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.06(c)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Immediately upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) Immediately upon receipt by the Borrower of the proceeds of any Permitted Cure Equity pursuant to Section 9.02, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of such proceeds.

(vi) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.06(c)(ii) or Section 2.06(c)(iv), as the case may be, up to $250,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace, repair or restore properties or assets (other than current assets) used in such Person's business, provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Administrative Agent within five (5) days after such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds shall be used to replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed 120 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended); provided that such Net Cash Proceeds shall actually be reinvested within an additional 90 days thereafter, (C) such Net Cash Proceeds are deposited in an account subject to a Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B)

above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.06(c)(ii) or Section 2.06(c)(iv) as applicable.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(i), (c)(ii), (c)(iii), (c)(iv) and (c)(v) above shall be applied, first, to the Term Loan, until paid in full, and second, to the Revolving Loans (with a corresponding permanent reduction in the Revolving Credit Commitments), until paid in full in cash. Each such prepayment of the Term Loan shall be applied against the remaining installments of principal of the Term Loan in the inverse order of maturity. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.06(c) shall be applied in the manner set forth in Section 4.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.06 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses payable pursuant to Section 2.09, (iii) the Applicable Premium, if any, payable in connection with such prepayment of the Loans to the extent required under Section 2.07(c) and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.07.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.06, payments with respect to any subsection of this Section 2.06 are in addition to payments made or required to be made under any other subsection of this Section 2.06.

(g) Waivable Mandatory Prepayments. Anything contained herein to the contrary notwithstanding, in the event that the Borrower are required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans pursuant to Section 2.06(c), not less than 12:00 noon (New York City time) two (2) Business Days prior to the date on which the Borrower are required to make such Waivable Mandatory Prepayment (the "Required Prepayment Date"), the Borrower shall notify the Administrative Agent in writing of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender of the amount of such Lender's Pro Rata Share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Borrower and the Administrative Agent of its election to do so on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date (it being understood that any Lender that does not notify the Borrower and the Administrative Agent of its election to exercise such option on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Mandatory Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Loans of such Lenders (which prepayment shall be applied to prepay the outstanding principal amount of the Obligations

in accordance with Section 2.06(d)) and (ii) to the extent of any excess, to the Borrower for working capital and general corporate purposes.

Section 2.07 Fees.

(a) [Reserved].

(b) Unused Line Fee. The Borrower agrees to pay to the Administrative Agent an unused line fee (the "Unused Line Fee") for the account of each Revolving Loan Lender, which shall accrue at a rate per annum equal to 2% on the amount of the undrawn portion of the Revolving Credit Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Credit Commitments terminate. The Unused Line Fee shall accrue through and including the last day of March, June, September and December of each year shall be due and payable in arrears on the such last day and on the date on which the Revolving Credit Commitments terminate, commencing on the first such date to occur after the date hereof.

(c) Applicable Premium.

(i) Upon the occurrence of an Applicable Premium Trigger Event, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their Pro Rata Shares, the Applicable Premium.

(ii) Any Applicable Premium payable in accordance with this Section 2.07(c) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY ACCELERATION.

(iii) The Loan Parties expressly agree that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Commitments and make the Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such Applicable Premium Trigger Event.

(iv) Nothing contained in this Section 2.07(c) shall permit any prepayment of the Loans or reduction of the Commitments not otherwise permitted by the terms of this Agreement or any other Loan Document.

(d) Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may, upon reasonable advance notice, visit any or all of the Loan Parties and/or conduct inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations of any or all of the Loan Parties at any reasonable time and from time to time. The Borrower agrees to pay (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations and (ii) the cost of all visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations conducted by a third party on behalf of the Agents).

(e) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

Section 2.08 SOFR Option.

(a) The Borrower may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon Adjusted Term SOFR (the "SOFR Option") by notifying the Administrative Agent in writing prior to 11:00 a.m. (New York City time) at least three (3) Business Days prior to (i) the proposed borrowing date of a Loan (as provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a SOFR Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a SOFR Loan as a SOFR Loan, the last day of the then current Interest Period (the "SOFR Deadline"). Notice of the Borrower's election of the SOFR Option for a permitted portion of the Loans pursuant to this Section 2.08(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in accordance with Section 2.02 or (B) a notice in writing, in substantially the form of Exhibit D hereto (a "SOFR Notice") prior to the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each SOFR Notice shall be irrevocable and binding on the Borrower.

(b) Interest on SOFR Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrower properly have exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a Default or an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that any portion of the Loans bear interest at Adjusted Term SOFR and the Administrative Agent shall have the right (but not the obligation) to convert the interest rate on all outstanding SOFR Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder on the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (i) shall have not more than three (3) SOFR Loans in effect at any given time, and (ii) only may exercise the SOFR Option for SOFR Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrower may prepay SOFR Loans at any time; provided, however, that in the event that SOFR Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.06(c) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.09.

(e) [Reserved].

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

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

(h) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and the Required Lenders pursuant to this Section 2.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any

Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(j) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans.

Section 2.09 Funding Losses. In connection with each SOFR Loan, the Borrower shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.06(c)), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any Notice of Borrowing or SOFR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such SOFR Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.09) shall be conclusive absent manifest error.

Section 2.10 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any and all Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any Withholding Agent) requires the deduction or withholding of any Taxes from or in respect of any such payment, (i) the applicable Withholding Agent shall make such deduction or withholding, (ii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional

Amount") necessary such that after making such deduction or withholding (including deductions and with Holdings applicable to Additional Amount payable under this Section 2.10) the applicable Recipient receives the amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, each Loan Party shall pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes by any Secured Party.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.10) paid or payable by such Secured Party or required to be withheld or deducted from a payment to such Secured Party and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes. A certificate as to the amount of such payment or liability delivered to the Borrower by a Secured Party (with a copy to the Administrative Agent) or on behalf of another Secured Party shall be conclusive absent manifest error.

(d) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

(B) any Lender that is not a U.S. Person (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the

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

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

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 2.09(d)-1 hereto to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-2 or Exhibit 2.09(d)-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-4 on behalf of each such direct and indirect partner;

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

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those

contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.07(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.10 (including by the payment of Additional Amounts pursuant to this Section 2.10), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification

payments or additional amounts with respect to such Tax had never been paid. This paragraph (f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(h) Promptly after any payment of Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 2.10, the Loan Parties shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Section 2.11 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any agreement to make Loans, or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 2.11 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Reference Rate. A certificate of such Secured Party claiming compensation under this Section 2.11, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.11, and shall be final and conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 2.11 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.12 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 2.10).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of

any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.12 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS

Section 4.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Accounts. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day, may, in the Administrative Agent's sole discretion, be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a

day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) If requested, the Administrative Agent shall provide the Borrower, after the end of a calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender and any payment of an amendment, consent or waiver fee to consenting Lenders pursuant to an effective amendment, consent or waiver with respect to this Agreement), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.07 hereof) and all other payments in

respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all payments in respect of any Obligations, including without limitation, all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, to pay interest then due and payable in respect of the Collateral Agent Advances until paid in full; (iii) third, to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Revolving Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Revolving Loan Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Revolving Loans until paid in full; (vi) sixth, ratably to pay principal of the Revolving Loans until paid in full; (vii) seventh, ratably to pay the Term Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Term Loan Lenders until paid in full; (viii) eighth, ratably to pay interest then due and payable in respect of the Term Loan until paid in full; (ix) ninth, ratably to pay principal of the Term Loan until paid in full; (x) tenth, ratably to pay the Obligations in respect of any Applicable Premium then due and payable to the Lenders until paid in full; and (xi) eleventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by the Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders) or, if so directed by the Borrower and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loans were not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made such Loans to the Borrower. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Administrative Agent to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrower shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the Effective Date all fees, costs, expenses and taxes then due and payable pursuant to Section 2.07 and Section 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the Effective Date are true and correct on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the Loans on the Effective Date shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) the Security Agreement;

(ii) a UCC Filing Authorization Letter, together with evidence satisfactory to the Collateral Agent of the filing of appropriate financing statements on form UCC-1, in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement;

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, (x) which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent) or (y) shall be accompanied by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in all such financing statements and other filings (or similar document) have been released or will be released on the Effective Date concurrently with the funding of the Loans hereunder;

(iv) a Perfection Certificate;

(v) the Disbursement Letter;

(vi) the Fee Letter;

(vii) the Intercompany Subordination Agreement;

(viii) the Intercreditor Agreement, the AGS Subordination Agreement and the Exitus Subordination Agreement;

(ix) [Reserved];

(x) [Reserved];

(xi) the management rights letter, dated as of the date hereof, among the Loan Parties and the Agents, as amended, amended and restated, supplemented or otherwise modified from time to time (the "VCOC Management Rights Agreement");

(xii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Notices of Borrowing, SOFR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers and (D) as to the matters set forth in Section 5.01(b), 5.01(c), 5.01(e), 5.01(f), 5.01(j) and 5.01(k);

(xiii) a certificate of the chief financial officer of Holdings (A) setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis after giving effect to the Loans, with each of the financial covenants contained in Section 7.03 (as if the covenants applicable to the fiscal month ending April 30, 2022 applied on the Effective Date), (B) certifying that all United States federal and other material tax returns required to be filed by the Loan Parties have been filed and all taxes (other than the Unpaid Taxes) upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, (C) attaching a copy of the Financial Statements and the Projections described in Section 6.01(g)(ii) hereof and certifying as to the compliance with the representations and warranties set

forth in Section 6.01(g)(i) and Section 6.01(g)(ii) and (D) certifying that after giving effect to all Loans to be made on the Effective Date, all liabilities of the Loan Parties (other than any accounts payable that are past due and expressly permitted pursuant to Section 7.02(s)) are current;

(xiv) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis), after giving effect to the Loans made on the Effective Date, are Solvent;

(xv) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts as in effect on the Effective Date are true, complete and correct copies thereof and (B) such agreements remain in full force and effect and that none of the Loan Parties has breached or defaulted in any of its obligations under such agreements;

(xvi) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Effective Date as to the subsistence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions;

(xvii) an opinion of (i) Mayer Brown LLP, New York, Delaware and California counsel to the Loan Parties, and (ii) Carlton Fields, P.A., Florida counsel to the Loan Parties, as to such matters as the Collateral Agent may reasonably request;

(xviii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, together with evidence of the payment of all premiums due in respect thereof for such period as the Collateral Agent may request; and

(xix) evidence of the payment in full of all Indebtedness under the Existing First Lien Credit Facility (other than the Deferred Monroe Fees), together with (A) a termination and release agreement with respect to the Existing First Lien Credit Facility and all related documents, duly executed by the Loan Parties and the Existing First Lien Lenders, (B) a termination of security interest in Intellectual Property for each assignment for security recorded by the Existing First Lien Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, and (C) UCC-3 termination statements for all UCC-1 financing statements filed by the Existing Lenders and covering any portion of the Collateral.

(e) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development shall have occurred since December 31, 2021 which could reasonably be expected to have a Material Adverse Effect.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person

required in connection with the making of the Loans, or the conduct of the Loan Parties' business, or the consummation of any of the underlying transactions shall have been obtained and shall be in full force and effect.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Collateral Agent and its counsel, and the Collateral Agent and such counsel shall have received all such information and such counterpart originals or certified or other copies of such documents as the Collateral Agent or such counsel may reasonably request.

(h) Management Reference Checks. The Collateral Agent shall have received satisfactory reference checks for, and shall have had an opportunity to meet with, key management of each Loan Party.

(i) [Reserved].

(j) Security Interests. The Loan Documents shall create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to Permitted Liens).

(k) Litigation. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or threatened in any court or before any arbitrator or Governmental Authority which relates to the Loans or which, in the opinion of the Collateral Agent, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(l) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(m) Patriot Act Compliance. The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, a duly executed IRS Form W-9 (or other applicable tax form) of Holdings and the Borrower, and all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested in writing by the Administrative Agent at least three (3) Business Days prior to the Effective Date.

(n) Meeting with Management. The Agents shall have had a meeting at Holdings' corporate offices (or at such other location as may be agreed to by the Borrower and the Agents) at such time as may be agreed to by the Borrower and the Agents to discuss the financial condition and results of operation of Holdings and its Subsidiaries.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the

transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. On the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, the authorized Equity Interests of Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Holdings and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Holdings are owned by Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Holdings or any of its Subsidiaries and no outstanding obligations of Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Holdings or any of its Subsidiaries, or other obligations of Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Holdings or any of its Subsidiaries.

(f) Litigation. Except as set forth in Schedule 6.01(f), there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii)

relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Statements.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Holdings and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 21, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains

an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

(j) Taxes, Etc. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $250,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l) hereto.

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as set forth on Schedule 6.01(p), (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q) hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

(r) Insurance. Each Loan Party maintains all insurance required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Effective Date.

(s) Use of Proceeds. The proceeds of the Loans shall be used to (a) refinance the Existing First Lien Credit Facility (excluding the payment of Deferred Monroe Fees) and other existing indebtedness of the Borrower, (b) pay fees and expenses in connection with the transactions contemplated hereby, (c) pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties and (d) fund working capital of the Borrower.

(t) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) Senior Indebtedness, Etc. Each of the applicable Loan Parties has the power and authority to incur the Indebtedness provided for under the Existing Second Lien Credit Facility and has duly authorized, executed and delivered the Existing Second Lien Credit Facility. The Existing Second Lien Credit Facility constitutes the legal, valid and binding obligation of Holdings and its Subsidiaries enforceable against Holdings and its Subsidiaries in accordance with its terms. The subordination provisions of the Intercreditor Agreement are and will be enforceable against the Existing Second Lien Lenders by the Secured Parties which have not effectively waived the benefits thereof. All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Loans and fees and expenses in connection therewith, constitute the Senior Credit Facility (as defined in the Existing Second Lien Credit Facility), and all such Obligations are entitled to the benefits of the subordination created by the Intercreditor Agreement. Holdings and each of its Subsidiaries acknowledges that the Agents and the Lenders are entering into this Agreement, and extending their Commitments, in reliance upon the subordination provisions of the Intercreditor Agreement and this Section 6.01(y).

(z) Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory

that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

(aa) Anti-Bribery and Corruption.

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Corruption Laws.

(bb) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual

results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES AND OTHER COLLATERAL MATTERS

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first full fiscal month of Holdings and its Subsidiaries ending after the Effective Date, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Holdings and its Subsidiaries commencing with the first full fiscal quarter of Holdings and its Subsidiaries ending after the Effective Date, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent

audited financial statements of Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Holdings and satisfactory to the Agents (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), a Compliance Certificate:

(A) stating that an Authorized Officer of the Borrower has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 and the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof, (2) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents, showing compliance with Section 7.03(c) and (3) including a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by (X) clause (iii) of this Section 7.01(a), attaching (1) the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) and (2) confirmation that there have been no changes to the information contained in each of the Perfection Certificates delivered on the Effective Date or the date of the most recently updated Perfection Certificate delivered pursuant to this clause (iv) and/or attaching an updated Perfection Certificate identifying any such changes to the information contained therein, and (Y) clause (ii) of this Section 7.01(a), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 7.01(h), each Security Agreement and each Mortgage (or stating that there has been no change in the information most recently provided pursuant to this clause (C)(Y)), together with such other related documents and information as the Administrative Agent may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after the Effective Date, reports in form and detail satisfactory to the Agents and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent may request, (B) listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request, and (C) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request, all in detail and in form satisfactory to the Agents;

(vi) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year, a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Section 6.01(ii)(ii) are true and correct with respect to the Projections;

(vii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(viii) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(ix) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(x) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is $500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xi) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiii) as soon as possible and in any event within five (5) days after the delivery thereof to Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or

other information that are subject to attorney-client or other legal privilege); provided that all such reports and other information is subject to Section 12.19;

(xiv) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(xv) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xvi) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with Section 7.02(r);

(xvii) [reserved];

(xviii) simultaneously with the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 7.01(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the Financial Statements that is permitted by Section 7.02(q), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 7.01(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Agents;

(xix) (A) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Holdings and its Subsidiaries, (1) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (2) a 13-week cash flow forecast of Holdings and its Subsidiaries in form and substance satisfactory to the Agents (the "13-Week Cash Flow") and (B) if the Liquidity of Holdings and its Subsidiaries is less than $7,000,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Holdings and its Subsidiaries for each day in the prior week is greater than $7,000,000, (1) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of the preceding week in form and substance satisfactory to the Agents and (2) a 13-Week Cash Flow; and

(xx) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Agent may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date (other than any Immaterial Subsidiary and/or any Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Security Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Security Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Security Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of $250,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the

transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours and with reasonable notice to the Borrower, at the expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as their interests may appear, in case of loss, under a standard non contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Agents and the Lenders, as their respective interests may appear, and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its

Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of $250,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of $500,000 in the case of a fee interest immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 7.01(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. The Borrower shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not

being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Holding's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders to discuss the financial condition and results of operation of Holdings and its Subsidiaries for the most recently ended fiscal quarter.

(p) Board Information Rights. The Administrative Agent shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Administrative Agent were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Administrative Agent shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; provided that, the Administrative Agent shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish

and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(r) Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 7.01(r), in each case within the time limits specified on such schedule.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (x) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into any Loan Party (other than Holdings or the Mexican Loan Party), (y) any wholly-owned Subsidiary that is not a Loan Party may be merged into another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements,

documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange

of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Party); (iii) transactions permitted by Section 7.02(e) and Section 7.02(h), (iv) sales of Qualified Equity Interests of Holdings to Affiliates of Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) subject to the terms of this Agreement and the Intercreditor Agreement, the Existing Second Lien Credit Facility and Permitted Second Lien Loan Payments, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Existing Second Lien Credit Facility;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness, including, for the avoidance of doubt, the

Existing Second Lien Credit Facility (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) subject to the terms of the Intercreditor Agreement, the Existing Second Lien Credit Facility (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Credit Facility), (ii) the AN Extend Earn-Out or (iii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii)),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment

or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 3.00 to 1.00, (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Holdings (and not in cash),

(4) subject to the terms of the Intercreditor Agreement, payments, prepayments, repayments, repurchases or redemptions of the Existing Second Lien Credit Facility constituting Permitted Second Lien Loan Payments, and

(5) payments of the Exitus Renewal Fee.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, provided that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws .

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. On and after the date that is 45 days after the Effective Date, have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to $1,300,000.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	$150,000,000
September 30, 2022	$150,000,000
December 31, 2022	$150,000,000
March 31, 2023 and each fiscal month ending thereafter	$150,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Holdings and its Subsidiaries for ending on the date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio
December 31, 2022	4.00:1.00
March 31, 2023	3.75:1.00
June 30, 2023 and each fiscal quarter ending thereafter	3.50:1.00

(c) Liquidity. Permit Liquidity to be less than $5,000,000 at any time on and after the date that is ten (10) Business Days after the Effective Date.

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(b), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) Subject to Section 7.01(r), the Loan Parties shall, with respect to each Cash Management Account (other than Excluded Accounts), deliver to the Collateral Agent a Control Agreement with respect to such Cash Management Account. The Loan Parties shall not maintain, and shall not permit any of their Domestic Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account (other than Excluded Accounts), unless the Collateral Agent shall have received a Control Agreement in respect of each such Cash Management Account; provided that, the total amount of cash, Cash Equivalents or other amounts in any deposit account or securities account of any Foreign Subsidiary not subject to a Control Agreement shall not exceed, at any time on and after the date that is ten (10) Business Days after the Effective Date, $2,000,000.

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Accounts, except that, so long as no Event of Default has occurred

and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Accounts.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrower may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that (i) such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank, and (ii) prior to the time of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent a Control Agreement. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of three (3) Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a), 7.01(b), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(m), Section 7.01(o), Section 7.02, Section 7.03 or Article VIII, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Security Agreement to which it is a party or any Mortgage to which it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) (i) Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to $500,000 (including, for the avoidance of doubt, under the Existing Second Lien Facility), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of

them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $500,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $500,000, or (ii) there exists any fact or circumstance that

could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the Existing Second Lien Facility (including, for the avoidance of doubt, any "Default" or "Event of Default" thereunder that does not constitute a Default or Event of Default hereunder) or any other Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, or (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans , all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Premium, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Applicable Premium, if any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 9.02 Cure Right. In the event that Holdings fails to comply with the requirements of the financial covenant set forth in Section 7.03(a) or 7.03(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Holdings or (b) incur Additional Second Lien

Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); provided that (i) such proceeds are actually received by Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay the Loans in accordance with Section 2.06(c)(v) and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 9.02. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 7.03(a) and 7.03(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03(a) and/or Section 7.03(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 7.03(a) and 7.03(b).

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to

any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or other Person (including any Lender). Any such Related Party, trustee, co-agent or other Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five (5) days of written demand by such Agent, reimburse such Agent and such Related Parties for and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent and such Related Parties), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and the Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Party's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents

(except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the Loans and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 10.18 and Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnity Obligations) in accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the

Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights,

authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a

matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Holdings or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Holdings and its Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Holdings and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

Section 10.15 Intercreditor Agreement. Each Lender hereby grants to the Collateral Agent all requisite authority to enter into or otherwise become bound by, and to perform its obligations and exercise its rights and remedies under and in accordance with the terms of, the Intercreditor Agreement and to bind the Lenders thereto by the Collateral Agent's entering into or otherwise becoming bound thereby, and no further consent or approval on the part of any Lender is or will be required in connection with the performance by the Collateral Agent of the Intercreditor Agreement.

Section 10.16 Collateral Agent May File Proofs of Claim

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.17 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Borrower, Lender, or other Person is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Borrower, Lender, or other Person shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or a portion of any distribution to the Borrower, a Lender, or other Person was an Erroneous Distribution shall be conclusive absent manifest error. Each Borrower, Lender, and other potential recipient of an Erroneous Distribution hereunder

waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon

become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XI. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XI such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XI in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XI that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of

calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XI(including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Financial Officer
Telephone: 1(877)5149180
Email: amit.singh@agilethought.com

with a copy to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020-1001
Attention: David Duffee
Telephone: (212) 506-2630
Email: DDuffee@mayerbrown.com

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Legal Officer
Telephone: 1(877)5149180
Email: diana.abril@agilethought.com

if to the Administrative Agent or the Collateral Agent, to it at the following address:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge
Telephone: 212-596-9747
Email: leonard.klingbaum@ropesgray.com;
nell.ethridge@ropesgray.com
Telecopier: 646-728-2694

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

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

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

Section 12.02 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (a) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, (b) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (c) in the case of any other amendment, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release the Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; provided, that the Required Lenders may elect to release all or a substantial portion of the Collateral without the requirement to obtain the written consent of each Lender if such release is in connection with (x) an exercise of remedies by the Collateral Agent at the direction of the Required Lenders pursuant to Section 9.01 or (y) any Disposition of all or a substantial portion of the Collateral by one or more of the Loan Parties with the consent of the Required Lenders after the occurrence and during the continuance of an Event of Default so long as such Disposition is conducted in a commercially reasonable manner as if such Disposition were a disposition of collateral by a secured creditor in accordance with Article 9 of the UCC; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

(b) Notwithstanding anything to the contrary in Section 12.02(a):

(i) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents;

(ii) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby;

(iii) any Control Agreement, Guaranty, Mortgage, Security Agreement, collateral access agreement, landlord waiver or other agreement or document purporting to create or perfect a security interest in any of the Collateral (a "Collateral Document") may be amended, waived or otherwise modified with the consent of the applicable Agent and the applicable Loan Party without the need to obtain the consent of any Lender or any other Person if such amendment, modification, supplement or waiver is delivered in order (A) to comply with local Requirements of Law (including foreign law or regulatory requirements) or advice of local counsel, (B) to cure any ambiguity, inconsistency, omission, mistake or defect or (C) to cause such Collateral Document to be consistent with this Agreement and the other Loan Documents, and if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, inconsistency,

omission, mistake or defect, in each case, in any provision of any Loan Document (other than a Collateral Document), then the Administrative Agent and the Borrower shall be permitted to amend such provision; any amendment, waiver or modification pursuant to this paragraph shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof;

(iv) no consent of any Loan Party shall be required to change any order of priority set forth in Section 2.06(d) and Section 4.03;

(v) the Administrative Agent and the Borrower may enter into an amendment to this Agreement pursuant to Section 2.07(g) to reflect an alternate service or index rate and such other related changes to this Agreement as may be applicable; and

(vi) no Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or Affiliate).

(c) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Collateral Agent and the Administrative Agent and their respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or

remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) any Environmental Claim, Environmental Liability or Remedial Action arising from or in connection with the past, present or future operations of, or any property currently, formerly or in the future owned, leased or operated by, any Loan Party, any of its Subsidiaries or any predecessor in interest, (k) any Environmental Lien, (l) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents and (y) if the Borrower fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The obligations of the Borrower under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to:

(i) all or a portion of its Term Loan Commitment and any Term Loan made by it with the written consent of the Borrower (such consent not to be unreasonably withheld) and each Agent, and

(ii) all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it with the written consent the Borrower (such consent not to be unreasonably withheld) and each Agent;

provided, however, that no written consent of the Borrower, the Collateral Agent or the Administrative Agent shall be required (A) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender; provided further, that under this Section 12.07(b), the consent of the Borrower shall not be required if an Event of Default has occurred and is continuing.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(iii) No such assignment shall be made to (A) any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the recordation date of each Assignment and Acceptance on the Register, , (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at one of its offices, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon)owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior written notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Borrower, Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent and Borrower must be evidenced by such Agent's or Borrower's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Loan (and the note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each note shall expressly so provide). Any assignment or sale of all or part of a Loan (and the note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Register, together with the surrender of the note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s).

(i) If any Lender sells participations in a Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Loans held by it and the principal amount (and stated interest thereon) of the portion of the Loan that is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under the Code or Treasury Regulations, including without limitation, Section 5f.103-1(c) of the United States Treasury Regulations. A Loan (and the note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each note shall expressly so provide). Any participation of such Loan (and the note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Person who purchases or is assigned or participates in any portion of such Loan shall comply with Section 2.10(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be

entitled to the benefit of Section 2.10 and Section 2.11 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it were a Lender; provided that a participant shall not be entitled to receive any greater payment under Section 2.10 or Section 2.11 with respect to its participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN

PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Loan Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER

WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document, of any Environmental Claim or any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrower's use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Borrower or the handling of the Loan Account and Collateral of the Borrower as herein provided,

(iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, including any Environmental litigation, investigation or proceeding relating to or arising out of any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

(e) Section 12.15 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.07 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written

consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made either will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization, so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.19); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (viii) to any other Person if such information is general portfolio information that does not identity the Loan Parties, or (ix) with the consent of the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender,

except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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

BORROWER:

AN GLOBAL LLC

By: DocuSigned by: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDINGS LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc.
DocuSigned by:
Manuel Senderos
98F7D4297412499...
By:_____
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

DocuSigned by:
carolyne cesar
C6005B112CAE45E...
By:_____
Name: Carolyne Cesar
Title: Secretary

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as Sole Member
DocuSigned by:
Manuel Senderos
98F7D4297412499...
By:_____
Name: Manuel Senderos
Title: President

AN USA

DocuSigned by:
Manuel Senderos
98F7D4297412499...
By:_____
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

DocuSigned by:
Manuel Senderos
98F7D4297412499...
By:_____
Name: Manuel Senderos
Title: Attorney-in-Fact
DocuSigned by:
Mauricio Garduño
9CAF66D4D13C4E8...
By:_____
Name: Mauricio Garduno
Title: Attorney-in-Fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

EXHIBIT 2.09(d)-1

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

Pursuant to the provisions of Section 2.10(d) of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan or Loans (as well as any Note evidencing any such Loan) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Internal Revenue Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

EXHIBIT 2.09(d)-2

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company ("the Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

Pursuant to the provisions of Section 2.10(d) of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Internal Revenue Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

EXHIBIT A

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of [_____] (this "Agreement"), is entered into between [NAME OF ADDITIONAL BORROWER/GUARANTOR], a [_____] [_____] (the "Additional [Borrower/Guarantor]") and Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as Collateral Agent and Administrative Agent, under that certain Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement").

WHEREAS, the Borrower [(other than the Additional Borrower)], the Guarantors [(other than the Additional Guarantor)], the Lenders and the Agents have entered into the Financing Agreement, pursuant to which the Lenders have agreed to make certain term loans and revolving loans (the "Loan"), to the Borrower;

WHEREAS, the Borrower's obligation to repay the Loans and all other Obligations are guaranteed, jointly and severally, by the Guarantors;

WHEREAS, pursuant to Section 7.01(b) of the Financing Agreement, the Additional [Borrower/Guarantor] is required to become a [Borrower/Guarantor] by, among other things, executing and delivering this Agreement to the Collateral Agent; and

WHEREAS, the Additional [Borrower/Guarantor] has determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the Additional [Borrower/Guarantor].

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined therein and not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Joinder of Additional [Borrower/Guarantor].

(a) Pursuant to Section 7.01(b) of the Financing Agreement, by its execution of this Agreement, the Additional [Borrower/Guarantor] hereby (i) confirms that, as to the Additional [Borrower/Guarantor], the representations and warranties contained in Article VI of the Financing Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to materiality or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualifications) on and as of the effective date of this Agreement as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to materiality or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)) and (ii) agrees that, from and after the effective date of this Agreement, the Additional [Borrower/Guarantor] shall be a party to the Financing Agreement and shall be bound as a [Borrower/Guarantor], by all the provisions thereof and shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth therein and applicable to the [Borrowers/Guarantors] [, including, without limitation, the guaranty of the Obligations made by the Guarantors, jointly and severally with the other Loan Parties, in favor of the Agents and the Lenders pursuant to Article XI of the Financing Agreement]. The Additional [Borrower/Guarantor] hereby agrees that from and after the effective date of this Agreement, each reference to a ["Borrower"/"Guarantor"] or a "Loan Party" and each reference to the ["Borrowers"/"Guarantors"] or the "Loan Parties" in the Financing Agreement and any other Loan Document shall include the Additional [Borrower/Guarantor]. The Additional [Borrower/Guarantor] acknowledges that it has received a copy of the Financing Agreement and each other Loan Document and that it has read and understands the terms thereof.

(b) Attached hereto are supplements to each Schedule to the Financing Agreement revised to include all information required to be provided therein with respect to the Additional [Borrower/Guarantor]. The Schedules to the Financing Agreement shall, without further action, be amended to include the information contained in each such supplement.

SECTION 3. Effectiveness. This Agreement shall become effective upon its execution by the Additional [Borrower/Guarantor], the Borrower, each Guarantor and each Agent and receipt by the Agents of the following, in each case in form and substance satisfactory to the Agents:

(a) executed counterparts to this Agreement, duly executed by the Borrower, each Guarantor, the Additional [Borrower/Guarantor] and the Agents, together with the Schedules referred to in Section 2(b) hereof;

(b) a Supplement to the Security Agreement, substantially in the form of Exhibit C to the Security Agreement (the "Security Agreement Supplement"), duly executed by the Additional [Borrower/Guarantor], and any instruments of assignment or other documents required to be delivered to the Agents pursuant to the terms thereof;

(c) a Pledge Amendment to the Security Agreement, substantially in the form of Exhibit A to the Security Agreement (the "Pledge Amendment"), duly executed by the parent company of the Additional [Borrower/Guarantor] and the Collateral Agent, and providing for all Equity Interests of the Additional [Borrower/Guarantor] to be pledged to the Collateral Agent pursuant to the terms thereof;

(d) subject to the limitations set forth in the Loan Documents (i) certificates, if any, representing 100% of the issued and outstanding Equity Interests of the Additional [Borrower/Guarantor] and each Subsidiary of the Additional [Borrower/Guarantor] and (ii) all original promissory notes of such Additional [Borrower/Guarantor], if any, in each case, that are required to be delivered under the Loan Documents, in each case, accompanied by instruments of assignment and transfer in such form as the Collateral Agent may request;

(e) to the extent required under Section 7.01(m) of the Financing Agreement, a Mortgage (the "Additional Mortgage"), duly executed by the Additional [Borrower/Guarantor], with respect to any New Facility owned by the Additional [Borrower/Guarantor], together with all other applicable Real Property Deliverables, as the Collateral Agent may require;

(f) (i) appropriate financing statements on Form UCC-1 duly filed in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement Supplement and any Mortgage and (ii) evidence satisfactory to the Collateral Agent of the filing of such UCC-1 financing statements;

(g) a customary opinion of counsel to the Loan Parties as to such matters as the Collateral Agent may request; and

(h) subject to the limitations set forth in the Loan Documents, such other agreements, instruments or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority (subject to Permitted Liens) of or otherwise protect any Lien purported to be covered by the Security Agreement Supplement or any Additional Mortgage or otherwise to effect the intent that the Additional [Borrower/Guarantor] shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Additional [Borrower/Guarantor] (other than Excluded Property (as defined in the Security Agreement)) shall become Collateral for the Obligations free and clear of all Liens (other than Permitted Liens).

SECTION 4. Notices, Etc. All notices and other communications shall comply with the terms of Section 12.01 of the Financing Agreement.

SECTION 5. General Provisions. (a) The Borrower, each Guarantor and the Additional [Borrower/Guarantor] hereby represents and warrants that as of the date hereof there are no claims or offsets against or defenses or counterclaims to their respective obligations under the Financing Agreement or any other Loan Document.

(b) Except as supplemented hereby, the Financing Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect. This Agreement shall not be deemed (i) to be a waiver of, or consent to, or a modification or amendment of, any

other term or condition of the Financing Agreement or any other Loan Document or (ii) to prejudice any right or rights which the Agents or the Lenders may now have or may have in the future under or in connection with the Financing Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement instrument or agreement therefor.

(c) The Additional [Borrower/Guarantor] hereby expressly authorizes the Collateral Agent to file appropriate financing statements or continuation statements, and amendments thereto, (including without limitation, any such financing statements that indicate the Collateral as "all assets" or words of similar import) in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the Liens to be created by the Security Agreement Supplement and each of the other Loan Documents. A photocopy or other reproduction of the Security Agreement Supplement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) The Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of the Agents in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, including, without limitation, the reasonable and documented out-of-pocket fees, costs, client charges and expenses of counsel for the Agents in accordance with, and to the extent set forth in, Section 12.04 of the Financing Agreement.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(f) Section headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(g) Sections 12.09, 12.10 and 12.11 of the Financing Agreement are hereby incorporated *mutatis mutandis*.

(h) This Agreement, together with the Financing Agreement and the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[*Remainder of Page Intentionally Left Blank*]

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

BORROWER:

AN GLOBAL LLC

By:_____
Name:
Title:

GUARANTORS:

AGILETHOUGHT, INC.

By:_____
Name:
Title:

AGILETHOUGHT, LLC

By:_____
Name:
Title:

IT GLOBAL HOLDING LLC

By:_____
Name:
Title:

4TH SOURCE, LLC

By:_____
Name:
Title:

QMX INVESTMENT HOLDINGS USA, INC.

By:_____
Name:
Title:

AGS ALPAMA GLOBAL SERVICES USA, LLC

By:_____
Name:
Title:

ENTREPIDS TECHNOLOGY INC.

By:_____
Name:
Title:

4TH SOURCE HOLDING CORP.

By:_____
Name:
Title:

4TH SOURCE MEXICO, LLC

By:_____
Name:
Title:

AN USA

By:_____
Name:
Title:

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By:_____
Name:
Title:

COLLATERAL AGENT AND
ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC

By:_____
Name:
Title:

ADDITIONAL [BORROWER/GUARANTOR]:

[_____]

By:_____
Name:
Title:

Address:
_____
_____
_____

EXHIBIT B

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Assignment Agreement") is entered into as of _____ __, 20__ between _____ ("Assignor") and _____ ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby irrevocably sells, transfers, conveys and assigns without recourse, representation or warranty (except as expressly set forth herein) to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and the Assignor's portion of the Commitments and the Loans as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any other Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Financing Agreement and is not a Disqualified Lender; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the

Financing Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Agents for recording by the Administrative Agent. The effective date of this Assignment Agreement (the "Settlement Date") shall be the date this Assignment Agreement has been accepted by the Borrower, Collateral Agent and the Administrative Agent (if required by the Financing Agreement) and recorded in the Register by the Administrative Agent.

5. As of the Settlement Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents.

6. Upon recording by the Administrative Agent, from and after the Settlement Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. Sections 12.09 (GOVERNING LAW) and 12.11 (WAIVER OF JURY TRIAL, ETC.) of the Financing Agreement are hereby incorporated by reference, *mutatis mutandis*.

8. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page left intentionally blank.]

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

[ASSIGNOR]

By:_____
Name:
Title:

[ASSIGNEE]

By:_____
Name:
Title:

[ACCEPTED AND CONSENTED TO this ___ day of _____, 20__

BLUE TORCH FINANCE LLC,
as Collateral Agent

By:_____
Name:
Title:

BLUE TORCH FINANCE LLC,
as Administrative Agent

By:_____
Name:
Title:

AN GLOBAL LLC,
as the Borrower

By:_____
Name:
Title:][1]

[1] NTD: If consent is required by the terms of the Section 12.07 of the Financing Agreement.

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrower: AN GLOBAL LLC

2. Name and Date of Financing Agreement:

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

3. Date of Assignment Agreement: _____

4. [Amount of Term Loan Commitment Assigned $_____

6. Amount of Revolving Credit Commitment Assigned: $_____

7. Amount of Term Loan Assigned: $ _____

9. Amount of Revolving Loan Assigned:][2] $ _____

10. Purchase Price: $_____

9. Settlement Date: _____

10. Notice and Payment Instructions, etc.

Assignee:	Assignor:
_____	_____
_____	_____
_____	_____
Attn: _____	Attn: _____

[2] Conform to type of Loan[s] made under the Financing Agreement ([Term][Revolving]).

Assignee:	Assignor:
Fax No.: _____	Fax No.: _____
Bank Name:	Bank Name:
ABA Number:	ABA Number:
Account Name:	Account Name:
Account Number:	Account Number:
Sub-Account Name:	Sub-Account Name:
Sub-Account Number:	Sub-Account Number:
Reference:	Reference:
Attn:	Attn:

EXHIBIT C

FORM OF NOTICE OF BORROWING

AN GLOBAL LLC
222 W. Las Colinas Blvd., Suite 1650E
Irving, TX 75039

_____ __, 20__

Blue Torch Finance LLC
as Administrative Agent for the Lenders
party to the Financing Agreement referred to below
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, NY 10155
Attention: BlueTorchAgency@alterdomus.com

Ladies and Gentlemen:

The undersigned, AN Global LLC, a Delaware limited liability company (the "Borrower"), (i) refers to the Financing Agreement, dated as of May 27, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") and (ii) hereby gives you notice pursuant to Section 2.02 of the Financing Agreement that the undersigned hereby requests a Loan under the Financing Agreement (the "Proposed Loan"), and in connection therewith sets forth below the information relating to such Proposed Loan as required by Section 2.02 of the Financing Agreement. All capitalized terms used but not defined herein have the same meanings herein as set forth in the Financing Agreement.

a. The borrowing date of the Proposed Loan is [_____], 202__.[3]

[3] NTD: Must be a Business Day.

b. The aggregate principal amount of the Proposed Loan is $[_____].

c. The Proposed Loan shall be a [Reference Rate Loan][SOFR Loan with an Interest Period of 3 months].

d. The Proposed Loans shall be [Revolving Loans][Term Loans].

e. The proceeds of the Proposed Loans shall be used to [specify the use of the proceeds].

f. The proceeds of the Proposed Loan are to be disbursed pursuant to the instructions set forth on Exhibit A attached hereto.

The undersigned certifies as of the date of this notice and as of the date the Proposed Loans is made that:

[(i) the representations and warranties contained in Article VI of the Financing Agreement and in each other Loan Document are true and correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), (ii) at the time of and immediately after giving effect to the making of the Proposed Loan and the application of the proceeds thereof, no Default or Event of Default shall have occurred and be continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in Section 5.02 of the Financing Agreement shall have been satisfied or waived in writing by the applicable Lenders as of the date of the Proposed Loan.][4]

[SIGNATURE PAGES FOLLOW]

[4] To be used for Borrowings after the Effective Date.

Very truly yours,

AN GLOBAL LLC,
as Borrower

By:_____
Name:
Title:

EXHIBIT A

WIRING INSTRUCTIONS

Payee	Wiring Instructions
_____	Bank: [City/State] ABA # Account # Ref:

EXHIBIT D

FORM OF SOFR NOTICE

AN GLOBAL LLC
222 W. Las Colinas Blvd., Suite 1650E
Irving, TX 75039

Blue Torch Finance LLC
as Administrative Agent for the Lenders
party to the Financing Agreement referred to below
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Attention: BlueTorchAgency@alterdomus.com

Ladies and Gentlemen:

Reference is made to the Financing Agreement, dated as of May 27, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement.

This SOFR Notice represents the Borrower's request to [convert into][continue as] [SOFR Loans][Reference Rate Loans] $[_____] of the outstanding principal amount of the Term Loan (the "Requested SOFR Loan")[, and is a written confirmation of the telephonic notice of such election previously given to the Administrative Agent].

Such Requested SOFR Loan will have an Interest Period of 3 months, commencing on _____.

This SOFR Notice further confirms the Borrower's acceptance, for purposes of determining the Periodic Term SOFR Determination Day under the Financing Agreement, of the Term SOFR Reference Rate as determined pursuant to the Financing Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The undersigned certifies that no Default or Event of Default has occurred and is continuing.

Dated: _____

AN GLOBAL LLC,
as Borrower

By:_____
Name:
Title:

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

Blue Torch Finance LLC
as Administrative Agent for the Lenders
party to the Financing Agreement referred to below
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, NY 10155
Attention: BlueTorchAgency@alterdomus.com

Re: Compliance Certificate dated _____ __, 20_

Ladies and Gentlemen:

Reference is made to that certain Financing Agreement, dated as of May 27, 2022 (the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used in this Compliance Certificate (including the schedules thereto) have the meanings set forth in the Financing Agreement unless specifically defined herein.

Pursuant to the terms of the Financing Agreement, the undersigned Authorized Officer of Holdings hereby certifies that:

1. I have reviewed the provisions of the Financing Agreement and the other Loan Documents and have made, or caused to be made under my supervision, a review of the condition and operations of Holdings and its Subsidiaries during the period covered by the financial statements delivered simultaneously herewith, pursuant to Section 7.01(a)[(i)][(ii)][(iii)] of the Financing Agreement, with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of the Financing Agreement and the other Loan Documents during such period.

2. Such review has not disclosed the occurrence and continuance during such period, and I have no knowledge of the occurrence and continuance during such period, of a Default or Event of Default[, except as listed on Schedule 1 hereto, which Schedule 1 describes

the nature and period of existence thereof and the action Holdings and its Subsidiaries have taken, are taking, or propose to take with respect thereto.][5]

3. [Holdings and its Subsidiaries are in compliance with the applicable covenants contained in Section 7.03 of the Financing Agreement as demonstrated on Schedule 2 hereto and such Schedule 2 also sets forth the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof.][6]

4. [Set forth on Schedule 3 hereto, is a discussion and analysis of the financial condition and results of operations of the Holdings and its Subsidiaries for the portion of the Fiscal Year elapsed as of the date hereof, and discussing the reasons for any significant variations from the Projections for such period and the figures for the corresponding period in the previous Fiscal Year.][7]

5. [Set forth on Schedule 4 hereto, is (a) a summary of all material insurance coverage maintained as of the date hereof by any Loan Party or any of its Subsidiaries and evidence that such insurance coverage meets the requirements set forth in Section 7.01(h) of the Financing Agreement, each Security Agreement and each Mortgage, together with such other related documents and information as the Administrative Agent may reasonably require, or (b) a statement that there has been no change to the information with respect to insurance coverage since the date of the most recent certificate furnished pursuant to Section 7.01(a)(iv)(C)(Y) of the Financing Agreement.][8]

6. [Set forth on Schedule 5 hereto, is the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) of the Financing Agreement.][9]

7. [There have been no changes to the information contained in the Perfection Certificate delivered on [the Effective Date][the date of the most recently updated Perfection Certificate delivered pursuant to Section 7.01(a)(iv)(C) of the Financing Agreement, [except as contained in the updated Perfection Certificate attached hereto as Schedule 6].][10]

[signature page follows]

[5] To be included if a Default or Event of Default has occurred or is continuing.
[6] To be included in certificates delivered pursuant to Section 7.01(a)(ii) and Section 7.01(a)(iii).
[7] To be included in certificates delivered pursuant to Section 7.01(a)(ii) and Section 7.01(a)(iii).
[8] To be included in certificates delivered pursuant to Section 7.01(a)(ii).
[9] To be included in certificates delivered pursuant to Section 7.01(a)(iii).
[10] To be included in certificates delivered pursuant to Section 7.01(a)(iii).

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned as of the date hereof.

AGILETHOUGHT, INC.

By: _____
Name:
Title:

EXHIBIT 2.09(d)-3

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

Pursuant to the provisions of Section 2.10 (d) of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners or members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners or members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (iv) none of its direct or indirect partners or members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code and (v) none of its direct or indirect partners or members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Internal Revenue Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

EXHIBIT 2.09(d)-4

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Financing Agreement dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Unless otherwise defined herein, terms defined in the Financing Agreement and used herein shall have the meanings given to them in the Financing Agreement.

Pursuant to the provisions of Section 2.10(d) of the Financing Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan or Loans (as well as any Note evidencing any such Loan) in respect of which it is providing this certificate, (ii) its direct or indirect partners or members are the sole beneficial owners of such Loan or Loans (as well as any Note evidencing such Loan), (iii) with respect to the extension of credit pursuant to this Financing Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners or members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (iv) none of its direct or indirect partners or members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code and (v) none of its direct or indirect partners or members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Internal Revenue Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

EXHIBIT 2

Prepetition 1L Pledge and Security Agreement

EXECUTION VERSION

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT (this "Agreement"), dated as of May 27, 2022, made by each of the Grantors referred to below, in favor of Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), in its capacity as collateral agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent").

R E C I T A L S:

WHEREAS, AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with Holdings and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each, a "Guarantor" and, collectively, the "Guarantors", and, together with the Borrower and each other Person that becomes an "Additional Grantor" hereunder, each, a "Grantor" and, collectively, the "Grantors"), the lenders from time to time party thereto (each, a "Lender" and, collectively, the "Lenders"), the Collateral Agent and Blue Torch, as Administrative Agent (as defined therein) are parties to that certain Financing Agreement, dated as of the date hereof (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement");

WHEREAS, pursuant to the Financing Agreement, the Lenders have agreed to make a certain term loan and certain revolving loans (each, a "Loan" and, collectively, the "Loans"), to the Borrower;

WHEREAS, it is a condition precedent to the Lenders making any Loan and providing any other financial accommodation to the Borrower pursuant to the Financing Agreement that each Grantor shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Grantors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with credit needed from time to time by each Grantor often being provided through financing obtained by the other Grantors and the ability to obtain such financing being dependent on the successful operations of all of the Grantors as a whole; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Collateral Agent and the Lenders to make and maintain the Loans and to provide other financial accommodations to the Borrower pursuant to the Financing Agreement, the Grantors hereby jointly and severally agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All capitalized terms used in this Agreement that are defined in the Financing Agreement or in Article 8 or 9 of the Code and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code on the date hereof

shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Account Debtor", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Security Account", "Software", "Supporting Obligations" and "Tangible Chattel Paper".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Additional Collateral" has the meaning specified therefor in Section 4(a)(i) hereof.

"Additional Grantor" has the meaning specified therefor in Section 13(f) hereof.

"Borrower" has the meaning specified therefor in the Recitals hereto.

"Certificated Entities" has the meaning specified therefor in Section 5(m) hereof.

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

"Collateral" has the meaning specified therefor in Section 2 hereof.

"Collateral Agent" has the meaning specified therefor in the Preamble hereto.

"Copyright Licenses" means all written licenses, contracts or other agreements naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Copyright.

"Copyrights" means all domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression (including computer software and internet website content) now or hereafter owned, acquired, developed or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Excluded Accounts" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Excluded Property" has the meaning specified therefor in Section 2 hereof.

"Financing Agreement" has the meaning specified therefor in the Recitals hereto.

"Foreign Subsidiary" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Grantors" has the meaning specified therefor in the Recitals hereto.

"Indemnitees" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Intellectual Property" means all Copyrights, Patents, Trademarks and Other Intellectual Property.

"Irrevocable Proxy" has the meaning specified therefor in Section 4(a)(i) hereof.

"Lenders" has the meaning specified therefor in the Recitals hereto.

"Licenses" means the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

"Loans" has the meaning specified therefor in the Recitals hereto.

"Obligations" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Other Intellectual Property" means all trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and privacy and other general intangibles of like nature, now or hereafter acquired, owned, developed or used by any Grantor.

"Patent Licenses" means all written licenses, contracts or other agreements naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent.

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof, and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Perfection Requirements" has the meaning specified therefor in Section 5(j) hereof.

"Pledge Amendment" has the meaning specified therefor in Section 4(a)(ii) hereof.

"Pledged Debt" means the indebtedness owned or acquired by a Grantor described in Schedule VII hereto and all other indebtedness from time to time owned or acquired by a Grantor, the Promissory Notes and other Instruments evidencing any or all of such indebtedness, and all interest, cash, Instruments, Investment Property, financial assets, securities, Equity Interests, stock options and

Commodity Contracts, notes, debentures, bonds, Promissory Notes or other evidences of indebtedness and all other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Interests" means, collectively, (a) the Pledged Debt, (b) the Pledged Shares and (c) all security entitlements in any and all of the foregoing.

"Pledged Issuers" means, collectively, (a) the issuers of the shares of Equity Interests described in Schedule VIII hereto and (b) any other issuer of Equity Interests at any time and from time to time owned or acquired by a Grantor whose shares of Equity Interests are required to be pledged as Collateral under this Agreement.

"Pledged Partnership/LLC Agreement" has the meaning specified therefor in Section 6(k)(ii) hereof.

"Pledged Shares" means (a) the shares of Equity Interests of the Pledged Issuers, whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, (b) the certificates representing such shares of Equity Interests, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, Instruments, Investment Property, financial assets, securities, Equity Interests, stock options and Commodity Contracts, notes, debentures, bonds, Promissory Notes or other evidences of indebtedness and all other property (including, without limitation, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests and (c) without affecting the obligations of any Grantor under any provision prohibiting such action under this Agreement, the Financing Agreement or any other Loan Document, in the event of any consolidation or merger involving any Pledged Issuer and in which such Pledged Issuer is not the surviving entity or any division of any Pledged Issuer, all Equity Interests of the successor entity formed by or resulting from such consolidation, merger or division.

"Registration Page" has the meaning specified therefor in Section 4(a)(i) hereof.

"Secured Party" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Secured Obligations" has the meaning specified therefor in Section 3 hereof.

"Security Agreement Supplement" has the meaning specified therefor in Section 13(f) hereof.

"Termination Date" has the meaning specified therefor in Section 1.01 of the Financing Agreement.

"Titled Collateral" means all Collateral for which the title to such Collateral is governed by a Certificate of Title or certificate of ownership, including, without limitation, all motor vehicles (including, without limitation, all trucks, trailers, tractors, service vehicles, automobiles and other mobile equipment) for which the title to such motor vehicles is governed by a Certificate of Title or certificate of ownership.

"Trademark Licenses" means all written licenses, contracts or other agreements naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor hereby pledges and assigns to the Collateral Agent (and its agents and designees), and grants to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, all personal property and Fixtures of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation, the following (all being collectively referred to herein as the "Collateral"):

(a) all Accounts;

(b) all Chattel Paper (whether tangible or electronic);

(c) all Commercial Tort Claims, including, without limitation, the Commercial Tort Claims described in Schedule VI hereto;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto and the monies and property in the possession or under the control of the Collateral Agent or any Lender or any affiliate, representative, agent or participant of the Collateral Agent or any Lender;

(e) all Documents;

(f) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);

(g) all Goods, including, without limitation, all Equipment, Fixtures and Inventory;

(h) all Instruments (including, without limitation, Promissory Notes);

(i) all Investment Property;

(j) all Letter-of-Credit Rights;

(k) all Pledged Interests;

(l) all Supporting Obligations;

(m) all Additional Collateral;

(n) all other tangible and intangible personal property and Fixtures of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 hereof (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, disks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 hereof or are otherwise necessary or helpful in the collection or realization thereof; and

(o) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case, howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in the following (collectively, the "Excluded Property"), (i) any of such Grantor's right, title or interest in any lease, license, contract or agreement to which such Grantor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant (A) would, under the express terms of such lease, license, contract or agreement result in a breach of the terms of, or constitute a default under, such lease, license, contract or agreement or (B) violate any Requirement of Law applicable thereto (other than to the extent that any such prohibition described in clause (i) above (1) has been waived or (2) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Code or other applicable provisions of the Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement, (ii) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, (iii) any asset of a Grantor to the extent that the creation or perfection or pledges

of, or security interest in, such assets would reasonably be expected to result in material adverse tax consequences to Holdings or any of its Subsidiaries as reasonably determined in good faith by the Collateral Agent in consultation with the Borrower, and (iv) the Equity Interests in any Subsidiary of a Foreign Subsidiary.

SECTION 3. Security for Secured Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Secured Obligations"):

(a) the prompt payment by each Grantor, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Financing Agreement and/or the other Loan Documents, including, without limitation, (i) all Obligations, (ii) in the case of a Guarantor, all amounts from time to time owing by such Grantor in respect of its guaranty made pursuant to Article XI of the Financing Agreement or under any other Guaranty to which it is a party, including, without limitation, all obligations guaranteed by such Grantor and (iii) all interest, fees, commissions, charges, expense reimbursements, indemnifications and all other amounts due or to become due under any Loan Document (including, without limitation, all interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts that accrue after the commencement of any Insolvency Proceeding of any Loan Party, whether or not the payment of such interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts are unenforceable or are not allowable, in whole or in part, due to the existence of such Insolvency Proceeding); and

(b) the prompt payment and due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of this Agreement and any other Loan Document.

SECTION 4. Delivery of the Pledged Interests.

(a) (i) All Promissory Notes currently evidencing the Pledged Debt and all certificates currently representing the Pledged Shares shall be delivered to the Collateral Agent on or prior to the date specified in Section 7.01(r) of the Financing Agreement (other than any Promissory Notes evidencing Pledged Debt in an amount less than $50,000 individually, or $250,000 in the aggregate, for all such Promissory Notes). All other Promissory Notes, certificates and Instruments (with a value in excess of $50,000 individually, or $250,000 in the aggregate) constituting Pledged Interests from time to time required to be pledged to the Collateral Agent pursuant to the terms of this Agreement or the Financing Agreement (the "Additional Collateral") shall be delivered to the Collateral Agent promptly upon, but in any event within ten (10) Business Days (or such later date as agreed to in writing by the Collateral Agent in its sole discretion), receipt thereof by or on behalf of any of the Grantors. All such Promissory Notes, certificates and Instruments shall be (A) held by or on behalf of the Collateral Agent pursuant hereto, (B) delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank and (C) with respect to any Pledged Shares, accompanied by (1) a duly executed irrevocable proxy coupled with an interest, in substantially the form of Exhibit D hereto (an "Irrevocable Proxy"), and (2) a duly acknowledged Equity Interest registration page, in blank, from each Pledged Issuer, substantially in the form of Exhibit E hereto, or otherwise in form and substance reasonably satisfactory to the Collateral Agent (a "Registration Page"), all in form and substance reasonably satisfactory to the Collateral Agent. If any Pledged Interests consist of uncertificated

securities, unless the immediately following sentence is applicable thereto, such Grantor shall, at the request of the Collateral Agent following the occurrence and during the continuance of an Event of Default, cause (x) the Collateral Agent (or its designated custodian or nominee) to become the registered holder thereof, or (y) each issuer of such securities to agree that it will comply with instructions originated by the Collateral Agent with respect to such securities without further consent by such Grantor. If any Pledged Interests consist of security entitlements, such Grantor shall, at the request of the Collateral Agent following the occurrence and during the continuance of an Event of Default promptly notify the Collateral Agent thereof, and (x) transfer such security entitlements to the Collateral Agent (or its custodian, nominee or other designee), or (y) cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Collateral Agent without further consent by such Grantor.

(ii) Within the time periods set forth in Section 7.01 of the Financing Agreement, or if not covered thereby, within ten (10) Business Days (or such later date as agreed to in writing by the Collateral Agent in its sole discretion) of the receipt by a Grantor of any Additional Collateral, a pledge amendment duly executed by such Grantor, in substantially the form of Exhibit A hereto (a "Pledge Amendment"), shall be delivered to the Collateral Agent, in respect of the Additional Collateral that must be pledged pursuant to this Agreement or the Financing Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedules VII and VIII hereto. Each Grantor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Promissory Notes, certificates or Instruments listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder constitute Pledged Interests and such Grantor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 5 hereof with respect to such Additional Collateral.

(b) If any Grantor shall receive, by virtue of such Grantor being or having been an owner of any Pledged Interests, any Additional Collateral consisting of any (i) Equity Interest certificate (including, without limitation, any certificate representing an Equity Interest dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, division, sale of assets, combination of shares, stock split, spin-off or split-off), Promissory Note (other than any Promissory Note evidencing Pledged Debt in an amount less than $50,000 individually, or $250,000 in the aggregate, for all such Promissory Notes) or other Instrument (other than any Instruments with a value less than $50,000 individually, or $250,000 in the aggregate, for all such Instruments), (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Interests, or otherwise, (iii) dividends or distributions payable in cash (except such dividends and/or distributions permitted to be retained by any such Grantor pursuant to Section 7 hereof) or in securities or other property or (iv) dividends, distributions, cash, Instruments, Investment Property and other property in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus (other than any such dividends or distributions expressly permitted to be retained by such Grantor under the terms of the Financing Agreement or any other Loan Documents), such Grantor shall receive such Equity Interest certificate, Promissory Note, Instrument, option, right, payment or distribution in trust for the benefit of the Collateral Agent, shall segregate it from such Grantor's other property and shall promptly deliver it to the Collateral Agent, in the exact form received, with any necessary indorsement and/or appropriate instrument of transfer or assignment duly executed in blank (and, in the case of any Additional Collateral described in clause (b)(i) above, with an Irrevocable Proxy and Registration Page with respect to any such Additional Collateral), all in form and substance reasonably satisfactory to the Collateral Agent, to be held by the Collateral Agent as Pledged Interests.

SECTION 5. Representations and Warranties. Each Grantor jointly and severally represents and warrants as follows:

(a) Schedule I hereto sets forth a complete and accurate list as of the date hereof of (i) the exact legal name of each Grantor, (ii) the jurisdiction of organization of each Grantor, (iii) the type of organization of each Grantor and (iv) the organizational identification number of each Grantor (or states that no such organizational identification number exists). The Perfection Certificate, dated as of the date hereof, a copy of which has been previously delivered to the Collateral Agent, is true, complete and correct in all respects.

(b) All Equipment, Fixtures, Inventory and other Goods now existing are, and all Equipment, Fixtures, Inventory (other than (i) Equipment and Inventory in transit in the ordinary course of business and (ii) Equipment and Inventory with an aggregate value not exceeding $100,000) and other Goods hereafter existing will be, located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with Section 6(b)). Each Grantor's chief place of business and chief executive office, the place where such Grantor keeps its Records concerning Accounts and all originals of all Chattel Paper with a face value in excess of $50,000 individually or $250,000 in the aggregate are located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). None of the Accounts is evidenced by Promissory Notes (other than as set forth on Schedule III) or other Instruments (other than any Instrument with a value less than $50,000 individually, or $250,000 in the aggregate for all such Instruments). Set forth in Schedule IV hereto is a complete and accurate list, as of the date of this Agreement, of each Deposit Account, Securities Account and Commodities Account of each Grantor, together with the name and address of each institution at which each such Account is maintained, the account number for each such Account and a description of the purpose of each such Account. Set forth in Schedule II hereto is (i) a complete and correct list of each trade name used by each Grantor and (ii) the name of, and each trade name used by, each Person from which such Grantor has acquired any substantial part of the Collateral within five years of the date hereof.

(c) Schedule II hereto sets forth a complete and accurate list of all of the Licenses existing on the date of this Agreement. Each such License sets forth the entire agreement and understanding of the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby or the rights of any Grantor or any of its Affiliates in respect thereof. Each License now existing is, and each other License will be, the legal, valid and binding obligation of the parties thereto, enforceable against such parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally. No default under any License by any such party has occurred, nor does any defense, offset, deduction or counterclaim exist thereunder in favor of any such party. No party to any License has given any Grantor notice of its intention to cancel, terminate or fail to renew any License.

(d) Schedule II hereto sets forth a complete and accurate list of all registered and applied for Intellectual Property owned or used by each Grantor as of the date hereof. All such Intellectual Property is subsisting and in full force and effect, has not been adjudged invalid or unenforceable, is valid and enforceable and has not been abandoned in whole or in part. No such Intellectual Property is the subject of any licensing or franchising agreement. No Intellectual Property owned or used by and Grantor conflicts with the rights of others to any Intellectual Property and no Grantor is now

infringing or in conflict with any such rights of others, and to the best knowledge of each Grantor, no other Person is now infringing or in conflict with any such properties, assets and rights owned or used by any Grantor, except for infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Grantor has received any notice that it is violating or has violated the Intellectual Property rights of any third party.

(e) None of the Other Intellectual Property of any Grantor has been used, divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person other than such Grantor; no employee, independent contractor or agent of any Grantor has misappropriated any Other Intellectual Property of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and no employee, independent contractor or agent of any Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement, or contract relating in any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property.

(f) The Pledged Issuers set forth in Schedule VIII and any additional Subsidiaries set forth on a Pledge Amendment that are Subsidiaries of a Grantor are such Grantor's only direct Subsidiaries. The Pledged Shares have been duly authorized and validly issued and are fully paid and nonassessable and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule VIII hereto, the Pledged Shares constitute 100% of the issued shares of Equity Interests of the Pledged Issuers as of the date hereof. All other shares of Equity Interests constituting Pledged Interests will be duly authorized and validly issued, fully paid and nonassessable.

(g) The Promissory Notes evidencing the Pledged Debt have been, and all other Promissory Notes from time to time evidencing Pledged Debt, when executed and delivered, will have been, duly authorized, executed and delivered by the respective makers thereof, and all such Promissory Notes are or will be, as the case may be, legal, valid and binding obligations of such makers, enforceable against such makers in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(h) The Grantors are and will be at all times the sole and exclusive owners of, or otherwise have and will have adequate rights in, the Collateral free and clear of any Liens except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office except such as may have been filed to perfect or protect any Permitted Lien.

(i) The exercise by the Collateral Agent of any of its rights and remedies hereunder will not contravene any law or Contractual Obligation binding on or otherwise affecting any Grantor or any of its properties and will not result in, or require the creation of, any Lien upon or with respect to any of its properties.

(j) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for (i) the due execution, delivery and performance by any Grantor of this Agreement, (ii) the grant by any Grantor of the security interest purported to be created hereby in the Collateral or (iii) the exercise by the Collateral Agent of any of its rights and remedies hereunder, except, in the case of this clause (iii), as may be required in connection with

any sale of any Pledged Interests by laws affecting the offering and sale of securities generally. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for the perfection of the security interest purported to be created hereby in the Collateral, except (A) for the filing under the Code as in effect in the applicable jurisdiction of the financing statements described in Schedule V hereto, all of which financing statements have been duly or will promptly be filed and are, or will substantially simultaneously with the execution and delivery of this Agreement be, in full force and effect, (B) with respect to the perfection of the security interest created hereby in the issued, registered or applied for United States Intellectual Property and Licenses, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit B hereto in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (C) [reserved], (D) with respect to the perfection of the security interest created hereby in Titled Collateral, for the submission of an appropriate application requesting that the Lien of the Collateral Agent be noted on the Certificate of Title or certificate of ownership, completed and authenticated by the applicable Grantor, together with the Certificate of Title or certificate of ownership, with respect to such Titled Collateral, to the appropriate Governmental Authority, (E) with respect to any action that may be necessary to obtain control of Collateral constituting Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights, the taking of such actions, and (F) the Collateral Agent's having possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral (subclauses (A) – (F), each, a "Perfection Requirement" and, collectively, the "Perfection Requirements").

(k) As of the date hereof, no Grantor holds any Commercial Tort Claims alleging damages for an amount in excess of $50,000 with respect to any one claim or in excess of $250,000 for all such claims, in respect of which a claim has been filed in a court of law or a written notice by an attorney has been given to a potential defendant, except for such claims described in Schedule VI.

(l) This Agreement creates a legal, valid and enforceable security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral, as security for the Secured Obligations (except, with respect to any Pledged Shares issued by a Subsidiary organized under the law of a jurisdiction that is not located in the United States (a "Foreign Jurisdiction"), to the extent creation of such security interest is governed by the laws of such Foreign Jurisdiction). The Perfection Requirements will result in the perfection of such security interests (except, with respect to any Pledged Shares issued by a Subsidiary organized under the law of a Foreign Jurisdiction, to the extent perfection thereof is governed by the laws of such Foreign Jurisdiction). Such security interests are, or in the case of Collateral in which any Grantor obtains rights after the date hereof, will be, perfected, first priority security interests, subject in priority only to the Permitted Liens, and the recording of such instruments of assignment described above (except, with respect to any Pledged Shares issued by a Subsidiary organized under the law of a Foreign Jurisdiction, to the extent creation of such security interest or the perfection thereof is governed by the laws of such Foreign Jurisdiction). Such Perfection Requirements and all other action necessary or desirable to perfect and protect such security interest have been duly made or taken, except for (i) the Collateral Agent's having possession of all Instruments, Documents, Chattel Paper and cash constituting Collateral after the date hereof, (ii) the Collateral Agent's having control of all Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights constituting Collateral after the date hereof, (iii) the other filings and recordations and actions described in Section 5(j) hereof, and (iv) with respect to any Pledged Shares issued by a Subsidiary organized under the law of a Foreign Jurisdiction, any action under or pursuant to the law of such Foreign Jurisdiction.

(m) Each Grantor and any of its Subsidiaries that is a partnership or a limited liability company with certificated Equity Interests, has irrevocably opted into (and has caused each of its Subsidiaries that is a partnership or a limited liability company with certificated Equity Interests, and a Pledged Issuer to opt into) Article 8 of the relevant Code (collectively, the "Certificated Entities"). Such interests are securities for purposes of Article 8 of the relevant Code. With respect to each Grantor and its Subsidiaries that is a partnership or a limited liability company and is not a Certificated Entity, the partnership interests or membership interests of each such Person are not (i) dealt in or traded on securities exchanges or in securities markets, (ii) securities for purposes of Article 8 of any relevant Code, (iii) investment company securities within the meaning of Section 8-103 of any relevant Code or (iv) evidenced by a certificate.

SECTION 6. Covenants as to the Collateral. In accordance with Section 7.01 of the Financing Agreement, during the period from the Effective Date until the Termination Date, unless the Collateral Agent shall otherwise consent in writing:

(a) Further Assurances. Each Grantor will take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as the Collateral Agent may reasonably require from time to time in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) otherwise to effect the purposes of this Agreement, including, without limitation: (A) at the request of the Collateral Agent, marking conspicuously all Chattel Paper, Instruments, Licenses and all of its Records pertaining to the Collateral, in each case, in excess of $50,000 in any one instance or $250,000 in the aggregate, with a legend, in form and substance reasonably satisfactory to the Collateral Agent, indicating that such Chattel Paper, Instrument, License or Records is subject to the security interest created hereby, (B) if any Account shall be evidenced by a Promissory Note or other Instrument or Chattel Paper, delivering and pledging to the Collateral Agent such Promissory Note, other Instrument or Chattel Paper, in each case, with a principal amount in excess of $50,000 individually or $250,000 in the aggregate, duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Collateral Agent, (C) executing and filing (to the extent, if any, that such Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, (D) with respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the executing and recording in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, appropriate instruments granting a security interest, as may be necessary or desirable or that the Collateral Agent may reasonably request in order to perfect and preserve the security interest purported to be created hereby, (E) delivering to the Collateral Agent Irrevocable Proxies and Registration Pages in respect of the Pledged Interests, (F) furnishing to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail, (G) if at any time after the date hereof, any Grantor acquires or holds any Commercial Tort Claim with a potential value in excess of $50,000 with respect to any one claim or in excess of $250,000 for all such claims, promptly notifying the Collateral Agent in a writing signed by such Grantor setting forth a brief description of such Commercial Tort Claim and granting to the Collateral Agent a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance reasonably satisfactory to the Collateral Agent, (H) upon the acquisition after the date hereof by any Grantor of any Titled Collateral (other than Equipment that is subject to a

purchase money security interest that constitutes a Permitted Lien under the Financing Agreement), immediately notifying the Collateral Agent of such acquisition, setting forth a description of the Titled Collateral acquired and a good faith estimate of the current value of such Titled Collateral, and if so requested by the Collateral Agent, promptly causing the Collateral Agent to be listed as the lienholder on such Certificate of Title or certificate of ownership and delivering evidence of the same to the Collateral Agent, and (I) taking all actions required by law in any relevant Code jurisdiction, or by other law as applicable in any foreign jurisdiction. No Grantor shall take or fail to take any action which could in any manner impair the validity or enforceability of the Collateral Agent's security interest in and Lien on any Collateral.

(b) Location of Equipment and Inventory. Each Grantor will keep the Equipment and Inventory (other than (i) Equipment and Inventory in transit in the ordinary course of business and (ii) Equipment and Inventory with an aggregate value not exceeding $100,000) at the locations specified in Schedule III hereto or, upon not less than 30 days' prior written notice to the Collateral Agent accompanied by a new Schedule III hereto indicating each new location of the Equipment and Inventory, at such other locations in the continental United States as the Grantors may elect, provided that (i) all action has been taken to grant to the Collateral Agent a perfected, first priority security interest in such Equipment and Inventory (subject only to Permitted Liens) in favor of the Collateral Agent, for the benefit of the Secured Parties, and (ii) the Collateral Agent's rights in such Equipment and Inventory, including, without limitation, the existence, perfection and priority of the security interest created hereby in such Equipment and Inventory, are not adversely affected thereby.

(c) Condition of Equipment. Each Grantor will maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its Equipment which is necessary or useful in the proper conduct of its business to be maintained and preserved in good working order and condition, ordinary wear and tear and casualty excepted, and will forthwith, or in the case of any loss or damage to any Equipment promptly after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable, consistent with past practice, in each case, except to the extent the failure to so maintain and preserve or so comply would not reasonably be expected to result in a Material Adverse Effect.

(d) Provisions Concerning the Accounts and the Licenses.

(i) Each Grantor will, except as otherwise provided in this subsection (d), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, each Grantor may (and, at the Collateral Agent's direction, will) take such action as such Grantor (or, if applicable, the Collateral Agent) may deem necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Collateral Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Collateral Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent or its designated agent and, upon such notification and at the expense of such Grantor and to the extent permitted by law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of a notice from the Collateral Agent that the Collateral Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred

to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent or its designated agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (x) credited to the Loan Account so long as no Event of Default shall have occurred and be continuing or (y) if any Event of Default shall have occurred and be continuing, applied as specified in the Financing Agreement hereof, and (B) such Grantor will not adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon. Any such securities, cash, investments and other items so received by the Collateral Agent or its designated agent shall (in the sole and absolute discretion of the Collateral Agent) be held as additional Collateral for the Secured Obligations or distributed in accordance with Section 8 hereof.

(ii) Upon the occurrence and during the continuance of any breach or default under any License by any party thereto other than a Grantor, (A) the relevant Grantor will, promptly after obtaining knowledge thereof, give the Collateral Agent written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto, (B) no Grantor will, without the prior written consent of the Collateral Agent, declare or waive any such breach or default or affirmatively consent to the cure thereof or exercise any of its remedies in respect thereof, and (C) each Grantor will, upon written instructions from the Collateral Agent and at such Grantor's expense, take such action as the Collateral Agent may deem necessary or advisable in respect thereof.

(iii) Each Grantor will, at its expense, promptly deliver to the Collateral Agent a copy of each notice or other communication received by it by which any other party to any License (A) declares a breach or default by a Grantor of any material term thereunder, (B) terminates such License or (C) purports to exercise any of its rights or affect any of its obligations thereunder, together with a copy of any reply by such Grantor thereto.

(iv) Each Grantor will exercise promptly and diligently each and every right which it may have under each License (other than any right of termination) and will duly perform and observe in all respects all of its obligations under each License and will take all action necessary to maintain the Licenses in full force and effect. No Grantor will, without the prior written consent of the Collateral Agent, cancel, terminate, amend or otherwise modify in any respect, or waive any provision of, any License.

(e) Notices and Communications; Defense of Title; Amendments; Equity Issuances. Each Grantor will:

(i) at the Grantors' joint and several expense, promptly deliver to the Collateral Agent a copy of each notice or other communication received by it in respect of the Pledged Interests;

(ii) at the Grantors' joint and several expense, defend the Collateral Agent's right, title and security interest in and to the Pledged Interests against the claims of any Person, keep the Pledged Interests free from all Liens (except Permitted Liens), and not sell, exchange, transfer, assign, lease or otherwise dispose of the Pledged Interests or any interest therein, except as permitted under the Financing Agreement and the other Loan Documents;

(iii) not make or consent to any amendment or other modification or waiver with respect to any Pledged Interests or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests other than as expressly permitted under the Financing Agreement and the other Loan Documents; and

(iv) not permit the issuance of (A) any additional shares of any class of Equity Interests of any Pledged Issuer, (B) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares of Equity Interests or (C) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such shares of Equity Interests, in each case, other than as expressly permitted under the Financing Agreement and the other Loan Documents.

(f) Intellectual Property.

(i) If applicable, each Grantor has duly executed and delivered the applicable Assignment for Security in the form attached hereto as Exhibit B. Except as provided in subsection (ii) below, each Grantor (either itself or through licensees) will, and will cause each licensee thereof to, take all action necessary to maintain all of the Intellectual Property in full force and effect.

(ii) Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, no Grantor shall have an obligation to use or to maintain any Intellectual Property (A) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (B) that is being replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement or (C) that is substantially the same as any other Intellectual Property that is in full force, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such other Intellectual Property is subject to the Lien and security interest created by this Agreement.

(iii) Each Grantor will cause to be taken all necessary steps in any proceeding before the United States Patent and Trademark Office and the United States Copyright Office or any similar office or agency in any other country or political subdivision thereof to maintain each registration of the Intellectual Property (other than the Intellectual Property described in clause (ii) above to the immediately preceding sentence), including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees. If any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors shall (A) upon obtaining knowledge of such infringement, misappropriation, dilution or other violation, promptly notify the Collateral Agent and (B) to the extent the Grantors shall deem appropriate under the circumstances, promptly sue for infringement, misappropriation, dilution or other violation, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation, dilution or other violation, or take such other actions as the Grantors shall deem appropriate under the circumstances to protect such Intellectual Property.

(iv) Each Grantor shall furnish to the Collateral Agent statements and schedules further identifying and describing the Intellectual Property and Licenses and such other reports in connection with the Intellectual Property and Licenses as the Collateral Agent may reasonably request, all in reasonable detail and promptly upon request of the Collateral Agent, following receipt by the Collateral Agent of any such statements, schedules or reports, the Grantors shall modify this Agreement by amending Schedule II hereto to include any Intellectual Property and Licenses, as the case may be, which become part of the Collateral under this Agreement, and shall execute and authenticate such documents and do such acts as shall be necessary or, in the judgment of the Collateral Agent, desirable to subject such Intellectual Property and Licenses to the Lien and security interest created by this Agreement.

(v) Notwithstanding anything herein to the contrary, upon the occurrence and during the continuance of an Event of Default, no Grantor may abandon or otherwise permit any Intellectual Property to become invalid without the prior written consent of the Collateral Agent, and if any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors will take such action as the Collateral Agent shall deem appropriate under the circumstances to protect such Intellectual Property.

(vi) In the event that any Grantor shall (A) obtain rights to any new Trademarks necessary for the operation of its business, or any reissue, renewal or extension of any existing Trademark necessary for the operation of its business, (B) obtain rights to or develop any new patentable inventions, or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing Patent or any improvement thereof (whether pursuant to any license or otherwise), (C) obtain rights to or develop any new works protectable by Copyright, or become entitled to the benefit of any rights with respect to any Copyright or any registration or application therefor, or any renewal or extension of any existing Copyright or any registration or application therefor, or (D) obtain rights to or develop new Other Intellectual Property, the provisions of Section 2 hereof shall automatically apply thereto and such Grantor shall give to the Collateral Agent prompt notice thereof in accordance with the terms of this Agreement and the Financing Agreement. Except as otherwise provided herein or in the Financing Agreement each Grantor, either itself or through any agent, employee, licensee or designee, shall give the Collateral Agent written notice of each application submitted by it for the registration of any Trademark or Copyright or the issuance of any Patent with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency of the United States or any country or any political subdivision thereof.

(vii) Each Grantor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest hereunder in such Intellectual Property and the General Intangibles of such Grantor relating thereto or represented thereby, and each Grantor hereby appoints the Collateral Agent its attorney-in-fact to execute and/or authenticate and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, and such power (being coupled with an interest) shall be irrevocable until the Termination Date.

(g) Deposit, Commodities and Securities Accounts. In accordance with Article VIII of the Financing Agreement, each Grantor shall, not later than the date specified in Section 7.01(r) of the Financing Agreement, cause each bank and other financial institution with an account referred to in Schedule IV hereto to execute and deliver to the Collateral Agent (or its designee) a Control Agreement, in form and substance reasonably satisfactory to the Collateral Agent, duly executed by such

Grantor and such bank or financial institution, or enter into other arrangements in form and substance reasonably satisfactory to the Collateral Agent, pursuant to which such institution shall irrevocably agree (unless otherwise agreed to by the Collateral Agent), among other things, that (i) it will comply at any time with the instructions originated by the Collateral Agent (or its designee) to such bank or financial institution directing the disposition of cash, Commodity Contracts, securities, Investment Property and other items from time to time credited to such account, without further consent of such Grantor, which instructions the Collateral Agent (or its designee) will not give to such bank or other financial institution in the absence of a continuing Event of Default, (ii) all cash, Commodity Contracts, securities, Investment Property and other items of such Grantor deposited with such institution shall be subject to a perfected, first priority security interest in favor of the Collateral Agent (or its designee) (subject to Permitted Liens), and (iii) any right of set off, banker's Lien or other similar Lien, security interest or encumbrance not constituting a Permitted Lien shall be fully waived as against the Collateral Agent (or its designee). The provisions of this Section 6(g) shall not apply to any Excluded Accounts.

(h) Titled Collateral.

(i) Each Grantor shall (a) cause all Collateral, now owned or hereafter acquired by any Grantor, which under applicable law are required to be registered, to be properly registered in the name of such Grantor, (b) cause all Titled Collateral, to be properly titled in the name of such Grantor, and if requested by the Collateral Agent, with the Collateral Agent's Lien noted thereon and (c) if requested by the Collateral Agent, promptly deliver to the Collateral Agent (or its custodian) originals of all such Certificates of Title or certificates of ownership for such Titled Collateral, with the Collateral Agent's Lien noted thereon.

(ii) Upon the acquisition after the date hereof by any Grantor of any Titled Collateral (other than Equipment to be acquired that is subject to a purchase money security interest that constitutes a Permitted Lien under the Financing Agreement), such Grantor shall immediately notify the Collateral Agent of such acquisition, set forth a description of such Titled Collateral acquired and a good faith estimate of the current value of such Titled Collateral, and if so requested by the Collateral Agent, immediately deliver to the Collateral Agent (or its custodian) originals of the Certificates of Title or certificates of ownership for such Titled Collateral, together with the manufacturer's statement of origin, and an application duly executed by the appropriate Grantor to evidence the Collateral Agent's Lien thereon.

(iii) Each Grantor hereby appoints the Collateral Agent as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose of (A) executing on behalf of such Grantor title or ownership applications for filing with appropriate Governmental Authority to enable Titled Collateral now owned or hereafter acquired by such Grantor to be amended to reflect the Collateral Agent listed as lienholder thereof, (B) filing such applications with such Governmental Authority, and (C) executing such other documents and instruments on behalf of, and taking such other action in the name of, such Grantor as the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Section 6(h)) (including, without limitation, for the purpose of creating in favor of the Collateral Agent a perfected Lien on such Titled Collateral and exercising the rights and remedies of the Collateral Agent hereunder). This appointment as attorney-in-fact is coupled with an interest and is irrevocable until the Termination Date.

(iv) With respect to motor vehicles, any Certificates of Title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each motor vehicle covered thereby.

(v) So long as no Event of Default shall have occurred and be continuing, upon the request of any Grantor, the Collateral Agent shall execute and deliver to such Grantor such instruments as such Grantor shall reasonably request to remove the notation of the Collateral Agent as lienholder on any Certificate of Title or certificate of ownership for any Titled Collateral; provided that any such instruments shall be delivered, and the release shall be effective, only upon receipt by the Collateral Agent of a certificate from such Grantor, stating that the Titled Collateral, the Lien on which is to be released, is to be sold in accordance with the terms of the Financing Agreement or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss), the amount that such Grantor will receive as sale proceeds or insurance proceeds and whether or not such sale proceeds or insurance proceeds are required by the Financing Agreement to be paid to the Collateral Agent to be applied to the Secured Obligations and, to the extent required by the Financing Agreement, any proceeds of such sale or casualty loss shall be paid to the Collateral Agent hereunder to be applied to the Secured Obligations in accordance with the terms of the Financing Agreement.

(i) Control. Each Grantor hereby agrees to take any or all action that may be necessary or desirable or that the Collateral Agent may reasonably request in order for the Collateral Agent to obtain control in accordance with Sections 9-104, 9-105, 9-106, and 9-107 of the Code with respect to the following Collateral (other than, for the avoidance of doubt, the Excluded Property and any Excluded Account): (i) Deposit Accounts, (ii) Securities Accounts; (iii) Electronic Chattel Paper having a fair market value that exceeds $50,000 individually or $250,000 in the aggregate, (iv) Investment Property having a fair market value that exceeds $50,000 individually or $250,000 in the aggregate and (v) Letter-of-Credit Rights having a fair market value that exceeds $50,000 individually or $250,000 in the aggregate. Each Grantor hereby acknowledges and agrees that any agent or designee of the Collateral Agent shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(j) Records; Inspection and Reporting.

(i) Each Grantor shall keep adequate records concerning the Accounts, Chattel Paper and Pledged Interests.

(ii) Except as otherwise expressly permitted by Section 7.02(m) of the Financing Agreement, no Grantor shall, without the prior written consent of the Collateral Agent, amend, modify or otherwise change (A) its name, organizational identification number or FEIN (B) its jurisdiction of organization as set forth in Schedule I hereto or (C) its chief executive office as set forth in Schedule III hereto. Each Grantor shall promptly notify the Collateral Agent upon obtaining an organizational identification number, if on the date hereof, such Grantor did not have such identification number.

(k) Partnership and Limited Liability Company Interests.

(i) Except with respect to partnership interests and limited liability company interests evidenced by a certificate, which certificate has been pledged and delivered to the Collateral Agent pursuant to Section 4 hereof, no Grantor that is a partnership or a limited liability company

shall, nor shall any Grantor with any Subsidiary that is a partnership or a limited liability company, permit such Subsidiary's partnership interests or membership or limited liability company interests to (A) be dealt in or traded on securities exchanges or in securities markets, (B) become a security for purposes of Article 8 of any relevant Code, (C) become an investment company security within the meaning of Section 8-103 of any relevant Code or (D) be evidenced by a certificate. Each Grantor agrees that such partnership interests or membership interests shall constitute General Intangibles.

(ii) Each Grantor covenants and agrees that each limited liability agreement, operating agreement, membership agreement, partnership agreement or similar agreement to which a Grantor is a party and relating to any Pledged Interests (as amended, restated, supplemented or otherwise modified from time to time, each a "Pledged Partnership/LLC Agreement") is hereby amended by this Section 6(k) (A) to permit each member, manager and partner that is a Grantor (1) to pledge all of the Pledged Interests in which such Grantor has rights, (2) to grant and collaterally assign to the Collateral Agent, for the benefit of each Secured Party, a lien on and security interest in such Pledged Interests and (3) to, upon any foreclosure by the Collateral Agent on such Pledged Interests (or any other sale or transfer of such Pledged Interests in lieu of such foreclosure), transfer to the Collateral Agent (or to the purchaser or other transferee of such Pledged Interests in lieu of such foreclosure) its rights and powers to manage and control the affairs of the applicable Pledged Issuer, in each case, without any further consent, approval or action by any other party, including, without limitation, any other party to any Pledged Partnership/LLC Agreement or otherwise and (B) to provide that (1) the bankruptcy or insolvency of such Grantor shall not cause such Grantor to cease to be a holder of such Pledged Interests, (2) upon the occurrence of such an event, the applicable Pledged Issuer shall continue without dissolution and (3) such Grantor waives any right it might have to agree in writing to dissolve the applicable Pledged Issuer upon the bankruptcy or insolvency of such Grantor, or the occurrence of an event that causes such Grantor to cease to be a be a holder of such Pledged Interests.

(iii) Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent or its designee shall have the right (but not the obligation) to be substituted for the applicable Grantor as a member, manager or partner under the applicable Pledged Partnership/LLC Agreement, and the Collateral Agent or its designee shall have all rights, powers and benefits of such Grantor as a member, manager or partner, as applicable, under such Pledged Partnership/LLC Agreement in accordance with the terms of this Section 6(k). For avoidance of doubt, such rights, powers and benefits of a substituted member, manager or partner shall include all voting and other rights and not merely the rights of an economic interest holder.

(iv) During the period from the Effective Date until the Termination Date, no further consent, approval or action by any other party, including, without limitation, any other party to the applicable Pledged Partnership/LLC Agreement or otherwise shall be necessary to permit the Collateral Agent or its designee to be substituted as a member, manager or partner pursuant to this Section 6(k) The rights, powers and benefits granted pursuant to this paragraph shall inure to the benefit of the Collateral Agent, on its own behalf and on behalf of each other Secured Party, and each of their respective successors, assigns and designees, as intended third party beneficiaries.

(v) Each Grantor and each applicable Pledged Issuer agrees that during the period from the Effective Date until the Termination Date, no Pledged Partnership/LLC Agreement shall be amended to be inconsistent with the provisions of this Section 6(k)without the prior written consent of the Collateral Agent.

SECTION 7. Voting Rights, Dividends, Etc. in Respect of the Pledged Interests.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) each Grantor may exercise any and all voting and other consensual rights pertaining to any Pledged Interests for any purpose not inconsistent with the terms of this Agreement, the Financing Agreement or the other Loan Documents; provided, however, that (A) no Grantor will exercise or refrain from exercising any such right, as the case may be, if the Collateral Agent gives such Grantor notice that, in the Collateral Agent's reasonable judgment, such action (or inaction) could reasonably be expected to violate the terms of any Loan Document or have a Material Adverse Effect and (B) each Grantor will give the Collateral Agent at least five Business Days' notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right which could reasonably be expected to adversely affect the value, liquidity or marketability of any Collateral or the creation, perfection and priority of the Collateral Agent's Lien thereon; and

(ii) each Grantor may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Interests to the extent permitted by the Financing Agreement; provided, however, that any and all (A) dividends and interest paid or payable other than in cash in respect of, and Instruments and other property received, receivable or otherwise distributed in respect of or in exchange for, any Pledged Interests, (B) dividends and other distributions paid or payable in cash in respect of any Pledged Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Interests, together with any dividend, interest or other distribution or payment which at the time of such payment was not permitted by the Financing Agreement, shall be, and shall forthwith be delivered to the Collateral Agent, to hold as, Pledged Interests and shall, if received by any of the Grantors, be received in trust for the benefit of the Collateral Agent, shall be segregated from the other property or funds of the Grantors, and shall be forthwith delivered to the Collateral Agent in the exact form received with any necessary indorsement and/or appropriate instruments of transfer or assignment or undated stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Interests such dividends, distributions and interest payments, and the Collateral Agent (personally or through an agent) shall thereupon be solely authorized and empowered to transfer and register in the Collateral Agent's name, or in the name of the Collateral Agent's nominee, the whole or any part of the Pledged Interests, it being acknowledged by each Grantor that such transfer and registration may be effected by the Collateral Agent by the delivery of a Registration Page to the Grantor or to the Pledged Issuer, as applicable, reflecting the Collateral Agent or its designee as the holder of such Pledged Interests, or otherwise by the Collateral Agent through its irrevocable appointment as attorney-in-fact pursuant to Section 8 hereof;

(ii) the Collateral Agent is authorized to notify each debtor with respect to the Pledged Debt to make payment directly to the Collateral Agent (or its designee) and may collect any and all moneys due or to become due to any Grantor in respect of the Pledged Debt, and each of the Grantors hereby authorizes each such debtor to make such payment directly to the Collateral Agent (or its designee) without any duty of inquiry;

(iii) without limiting the generality of the foregoing, the Collateral Agent may, at its option, exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests upon the merger, consolidation, division, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Interests, and, in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may determine; and

(iv) all dividends, distributions, interest and other payments that are received by any of the Grantors contrary to the provisions of Section 7(a)(i) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantors, and shall be forthwith paid over to the Collateral Agent as Pledged Interests in the exact form received with any necessary indorsement and/or appropriate instruments of transfer or assignment or undated Equity Interest powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

SECTION 8. Additional Provisions Concerning the Collateral.

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, each Grantor hereby (i) authorizes the Collateral Agent to execute any such agreements, instruments or other documents in such Grantor's name and to file such agreements, instruments or other documents in such Grantor's name and in any appropriate filing office, (ii) authorizes the Collateral Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Collateral Agent may determine, regardless of whether any particular asset of such Grantor falls within the scope of Article 9 of the Code or whether any particular asset of such Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor) and (iii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement

covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of a Grantor under Section 6 hereof and Section 7(a) hereof), including, without limitation, (i) to obtain and adjust insurance required to be paid to the Collateral Agent pursuant to the Financing Agreement, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (i) or (ii) above, (iv) to receive, indorse and collect all Instruments made payable to such Grantor representing any dividend, interest payment or other distribution in respect of any Pledged Interests and to give full discharge for the same, (v) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of each Secured Party with respect to any Collateral, (vi) to execute assignments, licenses and other documents to enforce the rights of each Secured Party with respect to any Collateral, (vii) to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent (in its sole discretion), and such payments made by the Collateral Agent shall constitute additional Secured Obligations of such Grantor to the Collateral Agent, be due and payable immediately without demand, and shall bear interest from the date payment of said amounts is demanded at the Post-Default Rate, and (viii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral. This power is coupled with an interest and is irrevocable until the Termination Date.

(c) For the purpose of enabling the Collateral Agent to exercise rights and remedies hereunder, at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby (i) grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, assign, license or sublicense any Intellectual Property now or hereafter owned by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; and (ii) assigns to the Collateral Agent, to the extent assignable, all of its rights to any Intellectual Property now or hereafter licensed or used by any Grantor. Each Grantor hereby releases the Collateral Agent from, and indemnifies the Collateral Agent against, any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Collateral Agent under the powers of attorney, proxy or license, granted herein other than actions taken or omitted to be taken through the Collateral Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(d) If any Grantor fails to perform any agreement or obligation contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Collateral Agent, and the fees and expenses of the Collateral Agent incurred in connection therewith shall be jointly and severally payable by the Grantors pursuant to Section 10 hereof

constitute additional Secured Obligations of the Grantor to the Collateral Agent, be due and payable immediately without demand and bear interest from the date payment of said amounts is demanded at the Post-Default Rate.

(e) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral and shall be relieved of all responsibility for any Collateral in its possession upon surrendering it or tendering surrender of it to any of the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters. The Collateral Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith.

(f) Anything herein to the contrary notwithstanding (i) each Grantor shall remain liable under the Licenses and otherwise in respect of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its obligations under the Licenses or otherwise in respect of the Collateral, and (iii) the Collateral Agent shall not have any obligation or liability by reason of this Agreement under the Licenses or otherwise in respect of the Collateral, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(g) The Collateral Agent may at any time in its discretion (i) without notice to any Grantor, transfer or register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Interests, subject only to the revocable rights of such Grantor under Section 7(a) hereof, and (ii) exchange certificates or Instruments constituting Pledged Interests for certificates or Instruments of smaller or larger denominations.

SECTION 9. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Collateral Agent's name or into the name of its nominee or nominees (to the extent the Collateral Agent has not theretofore done so) and thereafter receive, for the benefit of each Secured Party, all payments

made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place or places to be designated by the Collateral Agent that is reasonably convenient to both parties, and the Collateral Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Collateral Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices, at any exchange or broker's board or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as the Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least ten (10) Business Days' prior notice to the applicable Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. If the Collateral Agent sells any of the Collateral upon credit, the Grantors will be credited only with payments actually received by the Collateral Agent from the purchaser thereof, and if such purchaser fails to pay for the Collateral, the Collateral may resell the Collateral and the Grantors shall be credited with proceeds of the sale. The Collateral Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the fullest extent permitted by applicable law, each Grantor hereby waives any claims against each Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that such Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (A) any such sale of the Collateral by the Collateral Agent shall be made without warranty, (B) the Collateral Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (C) the Collateral Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of the Collateral Agent (on behalf of itself and each Secured Party) and (D) such actions set forth in clauses (A), (B) and (C) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, (1) upon written notice to any Grantor from the Collateral Agent, each Grantor shall cease any use of the Intellectual Property or any trademark, patent or copyright similar thereto for any purpose described in such notice; (2) the Collateral Agent may, at any time and from time to time, upon ten (10 Business Days' prior notice to any Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (3) the Collateral Agent may, at any time, execute and deliver on behalf of a Grantor, one

or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) In the event that the Collateral Agent determines to exercise its right to sell all or any part of the Pledged Interests pursuant to Section 9(a) hereof, each Grantor will, at such Grantor's expense and upon request by the Collateral Agent: (i) execute and deliver, and cause each issuer of such Pledged Interests and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Pledged Interests under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto, (ii) cause each issuer of such Pledged Interests to qualify such Pledged Interests under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Interests, as requested by the Collateral Agent, (iii) cause each Pledged Issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Interests valid and binding and in compliance with applicable law.

(c) Notwithstanding the provisions of Section 9(b) hereof, each Grantor recognizes that the Collateral Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Shares or any other securities constituting Pledged Interests and that the Collateral Agent may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Grantor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 9-610(c) of the Code (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that the Collateral Agent may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Collateral Agent (or its agent or designee) as Collateral and all Cash Proceeds received by the Collateral Agent (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral, the Collateral Agent may, in the discretion of the Collateral Agent, be held by the Collateral Agent (or its agent or designee) as collateral for, and/or then or at any time thereafter applied (after payment of any amounts

payable to the Collateral Agent pursuant to Section 10 hereof) in whole or in part by the Collateral Agent against, all or any part of the Secured Obligations in such order as the Collateral Agent shall elect, consistent with the provisions of the Financing Agreement. Any surplus of such cash or Cash Proceeds held by the Collateral Agent (or its agent or designee) and remaining after the Termination Date shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(e) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which each Secured Party is legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by the Collateral Agent to collect such deficiency.

(f) Each Grantor hereby acknowledges that if the Collateral Agent complies with any applicable Requirements of Law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(g) The Collateral Agent shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Collateral Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

SECTION 10. Indemnity and Expenses.

(a) Each Grantor jointly and severally agrees to defend, protect, indemnify and hold harmless the Collateral Agent and each other Indemnitee in accordance with Section 12.15 of the Financing Agreement.

(b) Each Grantor jointly and severally agrees to pay to the Collateral Agent costs and expenses in accordance with Section 12.04 of the Financing Agreement.

SECTION 11. Notices, Etc. All notices and other communications provided for hereunder shall be given in accordance with the notice provision of the Financing Agreement.

SECTION 12. Security Interest Absolute; Joint and Several Obligations.

(a) All rights of the Secured Parties, all Liens and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Financing Agreement or any other Loan Document, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Financing Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Grantors in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

(b) Each Grantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and notice of the incurrence of any Secured Obligation by any Borrower, (iii) notice of any actions taken by the Collateral Agent, any Lender, any Grantor or any other Person under any Loan Document or any other agreement, document or instrument relating thereto, (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Secured Obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving such Grantor of any such Grantor's obligations hereunder and (v) any requirement that the Collateral Agent or any Lender protect, secure, perfect or insure any security interest or other lien on any property subject thereto or exhaust any right or take any action against any Grantor or any other Person or any collateral.

(c) All of the obligations of the Grantors hereunder are joint and several. The Collateral Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, the Collateral Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by the Collateral Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder.

SECTION 13. Miscellaneous.

(a) No amendment of any provision of this Agreement (including any Schedule attached hereto) shall be effective unless it is in writing and signed by each Grantor affected thereby and the Collateral Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall be effective unless it is in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Parties to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Parties provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Parties under any Loan Document against any party thereto are not

conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, any Grantor.

(c) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the Termination Date and (ii) be binding on each Grantor all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code, and shall inure, together with all rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, each Secured Party may assign or otherwise transfer its respective rights and obligations under this Agreement and any other Loan Document to any other Person pursuant to the terms of the Financing Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Parties herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Secured Party shall mean the assignee of any such Secured Party. None of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment or transfer shall be null and void.

(d) After the occurrence of the Termination Date, (i) subject to paragraph (e) below, this Agreement and the security interests and licenses created hereby shall terminate and all rights to the Collateral shall revert to the Grantors, (ii) the Collateral Agent agrees to file UCC amendments on or promptly after the Termination Date to evidence the termination of the Liens so released and (iii) the Collateral Agent will, upon the Grantors' request and at the Grantors' cost and expense, (A) promptly return to the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (B) promptly execute and deliver to the Grantors such documents and make such other filings as the Grantors shall reasonably request to evidence such termination, without representation, warranty or recourse of any kind. In addition, upon any sale or disposition of any item of Collateral in a transaction expressly permitted under the Financing Agreement, the Collateral Agent agrees to execute a release of its security interest in such item of Collateral, and the Collateral Agent shall, upon the reasonable request of the Grantors and at the Grantors' cost and expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such release, without representation, warranty or recourse of any kind.

(e) This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit C hereto (each a "Security Agreement

Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedules I-VIII attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I-VIII, respectively, hereto, and the Collateral Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(g) **THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

(h) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Financing Agreement, *mutatis mutandi*.

(i) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

(j) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(l) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

(m) For purposes of this Agreement, all references to Schedules I-VIII attached hereto shall be deemed to refer to each such Schedule as updated from time to time in accordance with the terms of this Agreement.

[*Remainder Of This Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

AN GLOBAL LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as Sole Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Title: President
Name: Manuel Senderos

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:

BLUE TORCH FINANCE LLC
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

EXHIBIT A

PLEDGE AMENDMENT

This Pledge Amendment, dated _____ ____, ___, is delivered pursuant to Section 4 of the Security Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Pledge and Security Agreement, dated May 27, 2022, as it may heretofore have been or hereafter may be amended, restated, supplemented, modified or otherwise changed from time to time (the "Security Agreement") and that the Promissory Notes, Instruments or shares listed on this Pledge Amendment shall be hereby pledged and assigned to the Collateral Agent and become part of the Pledged Interests referred to in such Security Agreement and shall secure all of the Secured Obligations referred to in such Security Agreement.

Pledged Debt			
Grantor	**Name of Maker**	**Description**	**Original Principal Amount**
_____	_____	_____	_____
_____	_____	_____	_____

Pledged Shares					
Grantor	**Name of Pledged Issuer**	**Number of Shares**	**Percentage of Outstanding Shares**	**Class**	**Certificate Number**
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

[GRANTOR]

By: _____
Name: _____
Title: _____

BLUE TORCH FINANCE LLC,
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT B

ASSIGNMENT FOR SECURITY - - [TRADEMARKS] [PATENTS] [COPYRIGHTS]

WHEREAS, _____ (the "Assignor") [has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks")] [holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents")] [holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered or applied for in the United States Copyright Office (the "Copyrights")];

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated May 27, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the [Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks][Patents][Copyrights] and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of _____ ____, 20___.

[GRANTOR]

By: _____
Name: _____
Title: _____

SCHEDULE A TO ASSIGNMENT FOR SECURITY

[Trademarks and Trademark Applications]

[Patent and Patent Applications]

[Copyright and Copyright Applications]

Owned by _____

EXHIBIT C

FORM OF SECURITY AGREEMENT SUPPLEMENT

[Date of Security Agreement Supplement]

Blue Torch Finance, as Collateral Agent
Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

Ladies and Gentlemen:

Reference hereby is made to (a) the Financing Agreement, dated as of May 27, 2022 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement") by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with Holding and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each, a "Guarantor" and, collectively, the "Guarantors", and, together with the Borrower and each other Person that becomes an "Additional Grantor" hereunder, each, a "Grantor" and, collectively, the "Grantors"), the lenders from time to time party thereto (each, a "Lender" and, collectively, the "Lenders"), and Blue Torch Finance LLC, in its capacity as Collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent") and (b) the Pledge and Security Agreement, dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantors from time to time party thereto in favor of the Collateral Agent. Capitalized terms defined in the Financing Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Financing Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for the ratable benefit of each Secured Party, a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Security Agreement) of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedules I through VIII to Schedules I through VIII, respectively, to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Security Agreement and do not omit to state any information material thereto.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Financing Agreement, *mutatis mutandi*.

Very truly yours,

[NAME OF ADDITIONAL LOAN PARTY]

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF IRREVOCABLE PROXY

(Interests of [_____] (the "Issuer"))

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [_____] a [_____] (the "Grantor"), hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes Blue Torch Finance LLC, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Proxy Holder") under the Financing Agreement, dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), to which the Proxy Holder, the Grantor, certain affiliates of the Grantor and the Lenders are a party, the attorney and proxy of the Grantor with full power of substitution and resubstitution, to the full extent of the Grantor's rights with respect to all of the Pledged Interests (as defined in the Security Agreement, defined below) which constitute the Equity Interests of the Issuer (the "Interests") owned by the Grantor. Upon the execution hereof, all prior proxies given by the Grantor with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is irrevocable, is coupled with an interest, and is granted pursuant to that certain Pledge and Security Agreement, dated as of May 27, 2022, by and among the Grantor, certain affiliates of the Grantor and Proxy Holder (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Proxy Holder in consideration of the credit extended pursuant to the Financing Agreement. Capitalized terms used herein but not otherwise defined in this Irrevocable Proxy have the meanings ascribed to such terms in the Security Agreement.

The Proxy Holder named above will be empowered and may exercise this Irrevocable Proxy to vote the Interests at any and all times after the occurrence and during the continuation of an Event of Default, including, but not limited to, at any meeting of the [members/board] of the Issuer, however called, and at any adjournment thereof, or in any written action by consent of the [members/board] of the Issuer. This Irrevocable Proxy shall remain in effect with respect to the Interests until the Termination Date, and will continue to be effective or automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by Proxy Holder as a preference, fraudulent conveyance, or otherwise under any bankruptcy, insolvency, or similar law, all as though such payment had not been made (provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Proxy Holder in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations), notwithstanding any time limitations set forth in the [operating agreement/by-laws] and other organization documents of the Issuer or the [Limited Liability Company Act/Corporations Act] of the State of [_____].

Any obligation of the Grantor hereunder shall be binding upon the heirs, successors, and assigns of the Grantor (including, without limitation, any transferee of any of the Interests).

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Grantor has executed this Irrevocable Proxy as of this [__] day of [_____ ____], 202[___].

[ ]

By: _____

Print Name: _____

Title: _____

EXHIBIT E

FORM OF REGISTRATION PAGE

[Issuer]

[Stock/Membership/Partnership] Ledger as of _____, ___*

Name	Certificate No.	Number of Interests

Acknowledged By:

[Issuer]

By: _____

Print Name: _____

Title: _____

*To Remain Blank - Not Completed at Closing

* To Remain Blank - Not Completed at Closing.

EXHIBIT 3

Joinder Agreement Prepetition 1L Financing Agreement

EXECUTION VERSION

JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of August 3, 2022 (this "Agreement"), is entered into between AgileThought México, S.A. de C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico (the "Additional Guarantor") and Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as Collateral Agent and Administrative Agent, under that certain Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement").

WHEREAS, the Borrower, the Guarantors (other than the Additional Guarantor), the Lenders and the Agents have entered into the Financing Agreement, pursuant to which the Lenders have agreed to make certain term loans and revolving loans (the "Loan"), to the Borrower;

WHEREAS, the Borrower's obligation to repay the Loans and all other Obligations are guaranteed, jointly and severally, by the Guarantors;

WHEREAS, pursuant to Section 7.01(b) of the Financing Agreement, the Additional Guarantor is required to become a Guarantor by, among other things, executing and delivering this Agreement to the Collateral Agent; and

WHEREAS, the Additional Guarantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the Additional Guarantor.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined therein and not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Joinder of Additional Guarantor.

(a) Pursuant to Section 7.01(b) of the Financing Agreement, by its execution of this Agreement, the Additional Guarantor hereby (i) confirms that, as to the Additional Guarantor, the representations and warranties contained in Article VI of the Financing Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to

any representations or warranties that already are qualified or modified as to materiality or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualifications) on and as of the effective date of this Agreement as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to materiality or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)) and (ii) agrees that, from and after the effective date of this Agreement, the Additional Guarantor shall be a party to the Financing Agreement and shall be bound as a Guarantor, by all the provisions thereof and shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth therein and applicable to the Guarantors, including, without limitation, the guaranty of the Obligations made by the Guarantors, jointly and severally with the other Loan Parties, in favor of the Agents and the Lenders pursuant to Article XI of the Financing Agreement. The Additional Guarantor hereby agrees that from and after the effective date of this Agreement, each reference to a "Guarantor" or a "Loan Party" and each reference to the "Guarantors" or the "Loan Parties" in the Financing Agreement and any other Loan Document shall include the Additional Guarantor. The Additional Guarantor acknowledges that it has received a copy of the Financing Agreement and each other Loan Document and that it has read and understands the terms thereof.

(b) Attached hereto are supplements to each Schedule to the Financing Agreement revised to include all information required to be provided therein with respect to the Additional Guarantor. The Schedules to the Financing Agreement shall, without further action, be amended to include the information contained in each such supplement.

SECTION 3. Effectiveness. This Agreement shall become effective upon its execution by the Additional Guarantor, the Borrower, each Guarantor and each Agent and receipt by the Agents of the following, in each case in form and substance satisfactory to the Agents:

(a) executed counterparts to this Agreement, duly executed by the Borrower, each Guarantor, the Additional Guarantor and the Agents, together with the Schedules referred to in Section 2(b) hereof;

(b) a customary opinion of counsel to the Loan Parties as to such matters as the Collateral Agent may request; and

(c) subject to the limitations set forth in the Loan Documents, such other agreements, instruments or other documents reasonably requested by the Collateral Agent to effect the intent that the Additional Guarantor shall become bound by all of the terms, covenants and agreements contained in the Loan Documents.

SECTION 4. Notices, Etc. All notices and other communications shall comply with the terms of Section 12.01 of the Financing Agreement.

SECTION 5. General Provisions. (a) The Borrower, each Guarantor and the Additional Guarantor hereby represents and warrants that as of the date hereof there are no claims or offsets against or defenses or counterclaims to their respective obligations under the Financing Agreement or any other Loan Document.

(b) Except as supplemented hereby, the Financing Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect. This Agreement shall not be deemed (i) to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Financing Agreement or any other Loan Document or (ii) to prejudice any right or rights which the Agents or the Lenders may now have or may have in the future under or in connection with the Financing Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement instrument or agreement therefor.

(c) The Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of the Agents in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, including, without limitation, the reasonable and documented out-of-pocket fees, costs, client charges and expenses of counsel for the Agents in accordance with, and to the extent set forth in, Section 12.04 of the Financing Agreement.

(d) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(e) Section headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(f) Sections 12.09, 12.10 and 12.11 of the Financing Agreement are hereby incorporated *mutatis mutandis*.

(g) This Agreement, together with the Financing Agreement and the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[*Remainder of Page Intentionally Left Blank*]

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

BORROWER:

AN GLOBAL, LLC

By: Manuel Senderos
98E7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Manager

IT GLOBAL HOLDING LLC

By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE, LLC

By: Diana Abril
E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

QMX INVESTMENT HOLDINGS USA, INC.

By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc.

By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: carolyne cesar
C0005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC

By: 4th Source, LLC, as Sole Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-Fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

ADDITIONAL GUARANTOR:

AGILETHOUGHT MEXICO, S.A. DE C.V.

DocuSigned by:
By: Manuel Senderos
98E7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

Address:
Av. Marina Nacional 60, piso 03,
Tacuba,
Miguel Hidalgo,
11400 Ciudad de México,
CDMX

EXHIBIT 4

Waiver and Amendment No. 1 to the Prepetition 1L Financing Agreement

EXECUTION VERSION

WAIVER AND AMENDMENT NO. 1
TO FINANCING AGREEMENT

WAIVER AND AMENDMENT NO. 1 TO FINANCING AGREEMENT, dated as of August 10, 2022 (this "Amendment"), to the Financing Agreement, dated as of May 27, 2022 (as amended by the Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company ("the Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Agents delivered a Reservation of Rights Letter to the Loan Parties on July 27, 2022, notifying the Loan Parties of certain breaches and defaults under the Financing Agreement, as specified on Schedule 1 attached hereto (collectively, the "Specified Defaults"); and

WHEREAS, the Loan Parties have requested that the Agents and the Required Lenders amend certain terms and conditions of the Financing Agreement and waive the Specified Defaults; and

WHEREAS, the Agents and the Required Lenders are willing to amend such terms and conditions of the Financing Agreement on the terms and conditions set forth herein.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments. The Financing Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and (ii) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

3. Waiver. Subject to the satisfaction in full of the conditions to effectiveness set forth in Section 5 below and in reliance upon the representations and warranties of the Loan Parties contained herein, the Agents and the Lenders party hereto hereby waive the Specified Defaults and the collection of the Post-Default Rate interest payable in connection with such Specified Defaults having occurred and continued (the "Waiver"). The waivers set forth in this Section 3 shall be effective only in this specific instance, shall apply only for the defaults that have occurred prior to the date hereof and only for the specific purpose set forth herein and, for the avoidance of doubt, do not allow for any other or further

departure from the terms and conditions of the Financing Agreement (after giving effect to the Amendment) or any other Loan Document, including the application and collection of the interest at the Post-Default Rate, which terms and conditions shall continue in full force and effect. For the avoidance of doubt, Section 7.01(r) of the Financing Agreement (as amended by the Amendment) remains in full force and effect and no covenants contained therein are waived by the Waiver. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document on or immediately prior to the Amendment No. 1 Effective Date, but after giving effect to the Waiver, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Amendment No. 1 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Financing Agreement, as amended by this Amendment, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Financing Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(C) and (iv) hereof, to the extent that such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Enforceability of Loan Documents. This Amendment and the Financing Agreement (as amended by this Amendment) is and will be a legal, valid and binding obligation of each

Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

5. Conditions to Effectiveness. Except as set forth in Section 5(a), this Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 1 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before August 11, 2022, (i) an amendment fee to the Administrative Agent, for the ratable benefit of the Lenders, in an amount equal to $145,000, which fee shall be deemed earned in full on the Amendment No. 1 Effective Date and shall be non-refundable, and (ii) all other fees, costs, expenses and taxes then payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement, in each case, the failure of which shall render the Waiver null and void.

(b) Representations and Warranties. After giving effect to the Waiver, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 1 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. After giving effect to the Waiver, no Default or Event of Default shall have occurred and be continuing on the Amendment No. 1 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 1 Effective Date this Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents.

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

(f) Amendment No. 4 to Existing Second Lien Credit Facility. The Agents shall have received a fully executed copy of Amendment No. 4 to the Credit Agreement, dated as of the date hereof, by and among the Loan Parties party thereto, the Existing Second Lien Collateral Agent, GLAS USA LLC, as administrative agent, and the Existing Second Lien Lenders, in form and substance satisfactory to the Agents.

6. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 1 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

7. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

8. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

9. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the

"Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 1 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

10. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

11. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

By: DocuSigned by: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc.
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.
By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as Sole Member
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-Fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

ANNEX A

Amended Financing Agreement

(See Attached)

Execution Version

ANNEX A TO AMENDMENT NO. 1 TO FINANCING AGREEMENT

Conformed through Amendment No. 1

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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Page

SCHEDULES AND EXHIBITS

FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) a term loan in the aggregate principal amount of $55,000,000, and (b) a revolving credit facility in an aggregate principal amount not to exceed $3,000,000 at any time outstanding. The proceeds of the term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes and (iv) to pay fees and expenses related to this Agreement. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan ~~Party~~Parties) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by

an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"Amendment No. 1" means that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 1 Effective Date" means August 10, 2022.

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof):

(a) From the Effective Date until the date on which quarterly financial statements and a Compliance Certificate are received by the Administrative Agent in accordance with Section 7.01(a)(ii) and Section 7.01(a)(iv) for the first fiscal quarter ending after the Effective Date (the "Initial Applicable Margin Period"), the relevant Applicable Margin shall be set at Level I in the table below.

(b) After the Initial Applicable Margin Period, the relevant Applicable Margin shall be set at the respective level indicated below based upon the First Lien Leverage Ratio set forth opposite thereto, which ratio shall be calculated as of the end of the most recent fiscal quarter of Holdings and its Subsidiaries for which quarterly financial statements and a Compliance Certificate are received by the Administrative Agent in accordance with Section 7.01(a)(ii) and Section 7.01(a)(iv):

Level	First Lien Leverage Ratio	Reference Rate Loans	SOFR Loans
I	Greater than or equal to 4.00 to 1.00	8.00%	9.00%
II	Less than 4.00 to 1:00 and equal to or greater than 3.00 to 1.00	7.00%	8.00%
III	Less than 3.00 to 1.00 and equal to or greater than 2.00 to 1.00	6.50%	7.50%
IV	Less than 2.00 to 1.00	6.00%	7.00%

(c) Subject to clause (d) below, the adjustment of the Applicable Margin (if any) will occur two (2) Business Days after the date the Administrative Agent receives the quarterly financial statements and a Compliance Certificate in accordance with Section 7.01(a)(iv) and Section 7.01(a)(iv).

(d) Notwithstanding the foregoing:

(i) the Applicable Margin shall be Level I in the table above (x) upon the occurrence and during the continuation of a Default or Event of Default, or (y) if for any period, the Administrative Agent does not receive the quarterly financial statements and Compliance Certificate described in clause (c) above, for the period commencing on the date such quarterly financial statements and Compliance Certificate were required to be delivered pursuant to clause (c) above through the date on which such quarterly financial statements and Compliance Certificate are actually received by the Administrative Agent; and

(ii) in the event that any quarterly financial statement or such Compliance Certificate described in clause (c) above is inaccurate (regardless of whether this Agreement or any Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any fiscal period, then the Applicable Margin for such fiscal period shall be adjusted retroactively (to the effective date of the determination of the Applicable Margin that was based upon the delivery of such inaccurate quarterly financial statement or Compliance Certificate) to reflect the correct Applicable Margin, and the Borrower shall promptly make payments to the Administrative Agent to reflect such adjustment.

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the

aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to the first sentence of Section 2.03(b)) whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark

or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount

of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan ~~Party~~Parties) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a

Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period

and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan ~~Party~~Parties)

maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization

or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the

withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes

paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Mexican Loan Party as of the Amendment No. 1 Effective Date.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that

are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as (~~w~~v) amended by that certain Amendment No. 1 to the Credit Agreement dated as of December 9, 2021, (~~x~~w) amended by that certain Amendment No. 2 to the Credit Agreement dated as of March 30, 2022, (~~y~~x) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement, (y) amended by that certain Amendment No. 4 to the Credit Agreement dated as of August 10, 2022 and (z) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $3,700,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means the fee letter, dated as of the date hereof, among the Borrower, the Lenders and the Administrative Agent.

"Final Maturity Date" means the earlier of (a) May 27, 2026~~. If such date~~, and (b) May 1, 2023; provided that, this clause (b) shall not apply if (i) Requisite Shareholder Approval (as defined in the Existing Second Lien Credit Facility) has been obtained or is deemed to have been obtained, in each case, in accordance with the terms of the Existing Second Lien Credit Facility, on or prior to May 1, 2023 or (ii) the Outstanding Obligations due to the Tranche B-1 Lender and the Tranche B-2 Lender (each as defined under the Existing Second Lien Credit Facility) have been converted into Conversion Payment Shares (as defined in the Existing Second Lien Credit Facility) on or before June 15, 2023. If any such date in this definition is not a Business Day, the immediately preceding Business Day shall be deemed to be the "Final Maturity Date" hereunder.

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Funding Losses" has the meaning specified therefor in Section 2.09.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint

venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under

such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" has the meaning specified therefor in Section 2.05(a).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any

Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means the Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter,

any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan ~~Party~~Parties" means AgileThought Digital Solutions, S.A.P.I. de C.V. and AgileThought Mexico, S.A. de C.V..

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts

by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

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

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection

of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan ~~Party~~Parties) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the

consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan ~~Party~~Parties) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan ~~Party~~Parties), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition; and.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan ~~Party~~Parties), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan ~~Party~~Parties) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored,

reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) ~~(k)~~ any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) ~~(l)~~ any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) ~~(m)~~ Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) ~~(n)~~ Permitted Intercompany Investments;

(e) ~~(o)~~ Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) ~~(p)~~ Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to

defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) ~~(q)~~ the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) ~~(r)~~ Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) ~~(s)~~ contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) ~~(t)~~ Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) ~~(u)~~ unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) ~~(v)~~ the Existing Earn-Out Obligations;

(m) ~~(w)~~ Permitted Future Earn-Out Obligations;

(n) ~~(x)~~ Subordinated Indebtedness;

(o) ~~(y)~~ Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal amount not to exceed $23,000,000, plus the aggregate amount of interest on such Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second

Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) ~~(z)~~ Indebtedness arising from Permitting Factoring Dispositions;

(q) ~~(aa)~~ the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) ~~(bb)~~ the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) ~~(cc)~~ to the extent constituting Indebtedness, the Unpaid Taxes;

(t) ~~(dd)~~ PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) ~~(ee)~~ Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) ~~(ff)~~ other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan ~~Party~~Parties), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan ~~Party~~Parties) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan ~~Party~~Parties) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan ~~Party~~Parties), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan ~~Party~~Parties) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or

any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) ~~(gg)~~ Liens securing the Obligations;

(b) ~~(hh)~~ Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) ~~(ii)~~ Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) ~~(jj)~~ Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) ~~(kk)~~ purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) ~~(ll)~~ deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) ~~(mm)~~ with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) ~~(nn)~~ Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) ~~(oo)~~ the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) ~~(pp)~~ non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) ~~(qq)~~ judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) ~~(rr)~~ rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) ~~(ss)~~ Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) ~~(tt)~~ Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) ~~(uu)~~ Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) ~~(vv)~~ Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) ~~(ww)~~ Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) ~~(xx)~~ other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law

of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) ~~(yy)~~ after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) ~~(zz)~~ such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) ~~(aaa)~~ such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified; and

(d) ~~(bbb)~~ the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) ~~(ccc)~~ any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary

expenses incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) ~~(ddd)~~ any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan ~~Party~~Parties),

(c) ~~(eee)~~ any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan ~~Party~~Parties) to any other Subsidiary of the Borrower,

(d) ~~(fff)~~ Holdings to pay dividends in the form of common Equity Interests, and

(e) ~~(ggg)~~ Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) ~~(hhh)~~ a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit

Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) ~~(iii)~~ a Lender's obligation to make the Term Loan and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan and the denominator shall be the aggregate unpaid principal amount of the Term Loan, and

(c) ~~(iii)~~ all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loan, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loan, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to Section 7.01(a)(vii).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan ~~Party~~Parties)

maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) ~~(kkk)~~ a Mortgage duly executed by the applicable Loan Party,

(b) ~~(lll)~~ evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) ~~(mmm)~~ a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) ~~(nnn)~~ a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) ~~(ooo)~~ in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) ~~(ppp)~~ a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) ~~(qqq)~~ an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) ~~(rrr)~~ a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) ~~(sss)~~ such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any

environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries)

pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled

by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan ~~Party)~~Parties in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations).

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of ~~Holdings~~the Loan Parties (including, for the avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the loans made by the Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the amount set forth in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loan (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Lenders' Term Loan Commitments.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in Section 1.04.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash, Cash Equivalents and any Indebtedness owing to such Person or

any of its Subsidiaries by Affiliates of such Person), minus (b) the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not

permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01, Section 7.02 and Section 7.03, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 842 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied, (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Holdings and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date

hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Obligation to Make Payments in Dollars. All payments to be made by any Loan Party of principal, interest, fees and other Obligations under any Loan Document shall be made in Dollars in same day funds, and no obligation of any Loan Party to make any such payment shall be discharged or satisfied by any payment other than payments made in Dollars in same day funds.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time during the term of this Agreement, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment; and

(ii) each Term Loan Lender severally agrees to make the Term Loan to the Borrower on the Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan Commitment.

No portion of any Loan will be funded (initially or through participation, assignment, transfer or securitization) with plan assets of any plan covered by ERISA or Section 4975 of the Internal Revenue Code if it would cause the Borrower or any Guarantor to incur any prohibited transaction excise tax penalties under Section 4975 of the Internal Revenue Code.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans outstanding at any time to the Borrower shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow, the Revolving Loans on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein. No Revolving Loans shall be advanced on the Effective Date.

(ii) The aggregate principal amount of the Term Loan made on the Effective Date shall not exceed the Total Term Loan Commitment. Any principal amount of the Term Loan which is repaid or prepaid may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior notice in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing") or such other form approved by the Administrative Agent, not later than 12:00 noon (New York City time) on the date which is (i) in the case of the Term Loan, three (3) Business Days prior to the Effective Date and (ii) three (3) Business Days prior to the date of the proposed Revolving Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed Loan). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, (ii) whether such Loan is requested to be a Revolving Loan or the Term Loan, (iii) whether the Loan is requested to be a Reference Rate Loan or a SOFR Loan, (iv) the use of the proceeds of such proposed Loan, (v) Borrower's account wiring instructions, and (vi) the proposed borrowing date, which must be a Business Day, and, with respect to the Term Loan, must be the Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans

pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Accounts no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Accounts or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be wired to an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the

Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal amount of the Term Loan shall be repayable in consecutive quarterly installments on the last Business Day of each fiscal quarter of Holdings and its Subsidiaries starting with the fiscal quarter ending December 31, 2023, each in an amount equal to $687,500.00; provided, however, that the last such installment shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan. The outstanding unpaid principal amount of the Term Loan, and all accrued and unpaid interest thereon, shall be due and payable on the earliest of (i) the termination of the Total Revolving Credit Commitment, (ii) the Final Maturity Date and (iii) the date on which the Term Loan is declared due and payable pursuant to the terms of this Agreement.

(c) Each Lender shall maintain, in accordance with its usual practice, an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at

all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Borrower, each Revolving Loan shall be either a Reference Rate Loan or a SOFR Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(b) Term Loan. Subject to the terms of this Agreement, at the option of the Borrower, the Term Loan or any portion thereof shall be either a Reference Rate Loan or a SOFR Loan. Each portion of the Term Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin, and each portion of the Term Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable (i) in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month, commencing on the last Business Day of the month following the month in which such Loan is made, (ii) in the case of a SOFR Loan, on the last day of the then effective Interest Period applicable to such Loan and (iii) in the case of each Loan, at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed. For the avoidance of doubt, no date of payment shall be included in any computation.

Section 2.05 Increase in Revolving Credit Commitment.

(a) The Borrower may request an increase in Revolving Credit Commitments from the existing Revolving Loan Lenders from time to time upon not less than 15 days' written notice to Administrative Agent and the Revolving Loan Lenders, as long as (i) the requested increase is offered on the same terms as the existing Revolving Credit Commitments, (ii) such new Revolving Credit Commitments shall be available at any time prior to the Final Maturity Date, (iii) the Revolving Loan made pursuant to such Revolving Credit Commitments are used for the general corporate purposes of the Borrower (including in connection with Permitted Acquisitions), and (iv) the Administrative Agent and the Revolving Loan Lenders consent in their sole discretion to such increase at the time of the request thereof (any Revolving Loans extended pursuant to this Section 2.05, "Incremental Revolving Loans").

(b) Upon satisfaction of the criteria set forth in Section 2.05(a), Administrative Agent shall promptly notify the existing Revolving Loan Lenders of the requested increase and, within 3 Business Days thereafter, each existing Revolving Loan Lender shall notify Administrative Agent in writing if and to what extent such existing Revolving Loan Lenders commits to increase its Revolving Credit Commitment. Any existing Revolving Loan Lenders not responding within such period shall be deemed to have declined an increase. For the avoidance of doubt, no existing Revolving Loan Lender shall be obligated to participate in any extension of Incremental Revolving Loans. All such increased Revolving Credit Commitments among committing Revolving Loan Lenders in connection with Incremental Revolving Loans shall be allocated on a pro rata basis (in accordance with such Revolving Loan Lenders Pro Rata Shares of the current Revolving Credit Commitments) between such participating Revolving Loan Lenders (or on such other basis as the participating Revolving Loan Lenders agree in their sole discretion). The Total Revolving Credit Commitment shall be increased by the requested amount (or such lesser amount committed) on a date agreed upon by Administrative Agent, the participating Revolving Loan Lenders and the Borrower and all such Incremental Revolving Loans made shall be deemed a "Revolving Loan" hereunder. The Administrative Agent, the Borrower, and the existing Revolving Loan Lenders making new Revolving Loans shall execute and deliver such customary documents and agreements as Administrative Agent deems reasonably appropriate to evidence the increase in and allocations of Revolving Credit Commitments. On the effective date of any such increase, the outstanding Revolving Loans and other exposures under the Revolving Credit Commitments shall be reallocated among Revolving Loan Lenders, and settled by Administrative Agent as necessary, in accordance with Revolving Loan Lenders' adjusted shares of such Revolving Credit Commitments.

Section 2.06 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $1,000,000 (or by the full amount of the Total Revolving Credit Commitment in effect immediately prior to such reduction if such amount at

that time is less than $1,000,000), (2) made by providing prior to 5:00 p.m. New York City time, not less than five (5) Business Days' prior written notice to the Administrative Agent, (3) irrevocable and (4) accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Term Loan. The Total Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may, at any time and from time to time, upon written notice delivered by 5:00 p.m. New York City time, ten Business Days' prior to the proposed prepayment date, prepay the principal of any Revolving Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(i) in connection with a reduction of the Total Revolving Credit Commitment pursuant to Section 2.06(a)(i) above shall be accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment.

(ii) Term Loan. The Borrower may, at any time and from time to time, by 5:00 p.m. (New York City time) upon at least five (5) Business Days' prior written notice to the Administrative Agent, prepay the principal of the Term Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(ii) shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid and (B) the Applicable Premium, if any, payable in connection with such prepayment of the Term Loan. Each such prepayment shall be applied against the remaining installments of principal due on the Term Loan in the inverse order of maturity.

(iii) Termination of Agreement. The Borrower may, upon at least 30 days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in full in cash, the Obligations, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement. If the Borrower has sent a notice of termination pursuant to this Section 2.06(b)(iii), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrower shall be obligated to repay the Obligations, in full in cash, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice.

(c) Mandatory Prepayment.

(i) Within three (3) Business Days after the delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(iii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended December 31, 2022 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(iii), by the date three (3) Business Days after the date such statements are required to be delivered to

the Agents and the Lenders pursuant to Section 7.01(a)(iii), the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to the result of (to the extent positive) (1) ECF Percentage of Holdings and its Subsidiaries for such Fiscal Year minus (2) the aggregate principal amount of all payments made by the Borrower pursuant to Section 2.06(b) for such Fiscal Year (in the case of payments made by the Borrower pursuant to Section 2.06(b)(i), only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments).

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (g), (h) or (j) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Dispositions $250,000 in any Fiscal Year. Nothing contained in this Section 2.06(c)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Immediately upon the receipt of Net Cash Proceeds (A) from the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith or (B) upon an Equity Issuance (other than any Excluded Equity Issuances), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 25% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.06(c)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Immediately upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) Immediately upon receipt by the Borrower of the proceeds of any Permitted Cure Equity pursuant to Section 9.02, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of such proceeds.

(vi) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.06(c)(ii) or Section 2.06(c)(iv), as the case may be, up to $250,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace,

repair or restore properties or assets (other than current assets) used in such Person's business, provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Administrative Agent within five (5) days after such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds shall be used to replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed 120 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended); provided that such Net Cash Proceeds shall actually be reinvested within an additional 90 days thereafter, (C) such Net Cash Proceeds are deposited in an account subject to a Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.06(c)(ii) or Section 2.06(c)(iv) as applicable.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(i), (c)(ii), (c)(iii), (c)(iv) and (c)(v) above shall be applied, first, to the Term Loan, until paid in full, and second, to the Revolving Loans (with a corresponding permanent reduction in the Revolving Credit Commitments), until paid in full in cash. Each such prepayment of the Term Loan shall be applied against the remaining installments of principal of the Term Loan in the inverse order of maturity. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.06(c) shall be applied in the manner set forth in Section 4.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.06 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses payable pursuant to Section 2.09, (iii) the Applicable Premium, if any, payable in connection with such prepayment of the Loans to the extent required under Section 2.07(c) and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.07.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.06, payments with respect to any subsection of this Section 2.06 are in addition to payments made or required to be made under any other subsection of this Section 2.06.

(g) Waivable Mandatory Prepayments. Anything contained herein to the contrary notwithstanding, in the event that the Borrower are required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans pursuant to Section 2.06(c), not less than 12:00 noon (New York City time) two (2) Business Days prior to the date on which the Borrower are required to make such Waivable Mandatory Prepayment (the "Required Prepayment Date"), the Borrower shall notify the Administrative Agent in writing of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender of the amount of such Lender's Pro Rata Share of such Waivable Mandatory Prepayment and such

Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Borrower and the Administrative Agent of its election to do so on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date (it being understood that any Lender that does not notify the Borrower and the Administrative Agent of its election to exercise such option on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Mandatory Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Loans of such Lenders (which prepayment shall be applied to prepay the outstanding principal amount of the Obligations in accordance with Section 2.06(d)) and (ii) to the extent of any excess, to the Borrower for working capital and general corporate purposes.

Section 2.07 Fees.

(a) [Reserved].

(b) Unused Line Fee. The Borrower agrees to pay to the Administrative Agent an unused line fee (the "Unused Line Fee") for the account of each Revolving Loan Lender, which shall accrue at a rate per annum equal to 2% on the amount of the undrawn portion of the Revolving Credit Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Credit Commitments terminate. The Unused Line Fee shall accrue through and including the last day of March, June, September and December of each year shall be due and payable in arrears on the such last day and on the date on which the Revolving Credit Commitments terminate, commencing on the first such date to occur after the date hereof.

(c) Applicable Premium.

(i) Upon the occurrence of an Applicable Premium Trigger Event, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their Pro Rata Shares, the Applicable Premium.

(ii) Any Applicable Premium payable in accordance with this Section 2.07(c) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY ACCELERATION.

(iii) The Loan Parties expressly agree that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in

this transaction for such agreement to pay the Applicable Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Commitments and make the Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such Applicable Premium Trigger Event.

(iv) Nothing contained in this Section 2.07(c) shall permit any prepayment of the Loans or reduction of the Commitments not otherwise permitted by the terms of this Agreement or any other Loan Document.

(d) Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may, upon reasonable advance notice, visit any or all of the Loan Parties and/or conduct inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations of any or all of the Loan Parties at any reasonable time and from time to time. The Borrower agrees to pay (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations and (ii) the cost of all visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations conducted by a third party on behalf of the Agents).

(e) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

Section 2.08 SOFR Option.

(a) The Borrower may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon Adjusted Term SOFR (the "SOFR Option") by notifying the Administrative Agent in writing prior to 11:00 a.m. (New York City time) at least three (3) Business Days prior to (i) the proposed borrowing date of a Loan (as provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a SOFR Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a SOFR Loan as a SOFR Loan, the last day of the then current Interest Period (the "SOFR Deadline"). Notice of the Borrower's election of the SOFR Option for a permitted portion of the Loans pursuant to this Section 2.08(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in accordance with Section 2.02 or (B) a notice in writing, in substantially the form of Exhibit D hereto (a "SOFR Notice") prior to the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each SOFR Notice shall be irrevocable and binding on the Borrower.

(b) Interest on SOFR Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrower properly have

exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a Default or an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that any portion of the Loans bear interest at Adjusted Term SOFR and the Administrative Agent shall have the right (but not the obligation) to convert the interest rate on all outstanding SOFR Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder on the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (i) shall have not more than three (3) SOFR Loans in effect at any given time, and (ii) only may exercise the SOFR Option for SOFR Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrower may prepay SOFR Loans at any time; provided, however, that in the event that SOFR Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.06(c) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.09.

(e) [Reserved].

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

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

(h) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and the Required Lenders pursuant to this Section 2.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence

of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

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

(j) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans.

Section 2.09 Funding Losses. In connection with each SOFR Loan, the Borrower shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.06(c)), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any Notice of Borrowing or SOFR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such SOFR Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or

such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.09) shall be conclusive absent manifest error.

Section 2.10 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any and all Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any Withholding Agent) requires the deduction or withholding of any Taxes from or in respect of any such payment, (i) the applicable Withholding Agent shall make such deduction or withholding, (ii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional Amount") necessary such that after making such deduction or withholding (including deductions and with Holdings applicable to Additional Amount payable under this Section 2.10) the applicable Recipient receives the amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, each Loan Party shall pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes by any Secured Party.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.10) paid or payable by such Secured Party or required to be withheld or deducted from a payment to such Secured Party and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes. A certificate as to the amount of such payment or liability delivered to the Borrower by a Secured Party (with a copy to the Administrative Agent) or on behalf of another Secured Party shall be conclusive absent manifest error.

(d) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting

requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

(B) any Lender that is not a U.S. Person (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

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

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 2.09(d)-1 hereto to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-2 or Exhibit 2.09(d)-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one

or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-4 on behalf of each such direct and indirect partner;

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

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

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

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.07(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative

Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.10 (including by the payment of Additional Amounts pursuant to this Section 2.10), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(h) Promptly after any payment of Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 2.10, the Loan Parties shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Section 2.11 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such

Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any agreement to make Loans, or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 2.11 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Reference Rate. A certificate of such Secured Party claiming compensation under this Section 2.11, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.11, and shall be final and conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 2.11 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.12 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes

result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 2.10).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.12 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS

Section 4.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Accounts. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day, may, in the Administrative Agent's sole discretion, be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02,

after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) If requested, the Administrative Agent shall provide the Borrower, after the end of a calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the

proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender and any payment of an amendment, consent or waiver fee to consenting Lenders pursuant to an effective amendment, consent or waiver with respect to this Agreement), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.07 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all payments in respect of any Obligations, including without limitation, all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, to pay interest then due and payable in respect of the Collateral Agent Advances until paid in full; (iii) third, to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Revolving Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Revolving Loan Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Revolving Loans until paid in full; (vi) sixth, ratably to pay principal of the Revolving Loans until paid in full; (vii) seventh, ratably to pay the Term Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Term Loan Lenders until paid in full; (viii) eighth, ratably to pay interest then due and payable in respect of the Term Loan until paid in full; (ix) ninth, ratably to pay principal of the Term Loan until paid in full; (x) tenth, ratably to pay the Obligations in respect of any Applicable Premium then due and payable to the Lenders until paid in full; and (xi) eleventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the

commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by the Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders) or, if so directed by the Borrower and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loans were not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made such Loans to the Borrower. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Administrative Agent to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrower shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the Effective Date all fees, costs, expenses and taxes then due and payable pursuant to Section 2.07 and Section 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the Effective Date are true and correct on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the Loans on the Effective Date shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Collateral

Agent and, unless indicated otherwise, dated the Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) the Security Agreement;

(ii) a UCC Filing Authorization Letter, together with evidence satisfactory to the Collateral Agent of the filing of appropriate financing statements on form UCC-1, in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement;

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, (x) which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent) or (y) shall be accompanied by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in all such financing statements and other filings (or similar document) have been released or will be released on the Effective Date concurrently with the funding of the Loans hereunder;

(iv) a Perfection Certificate;

(v) the Disbursement Letter;

(vi) the Fee Letter;

(vii) the Intercompany Subordination Agreement;

(viii) the Intercreditor Agreement, the AGS Subordination Agreement and the Exitus Subordination Agreement;

(ix) [Reserved];

(x) [Reserved];

(xi) the management rights letter, dated as of the date hereof, among the Loan Parties and the Agents, as amended, amended and restated, supplemented or otherwise modified from time to time (the "VCOC Management Rights Agreement");

(xii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and

performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Notices of Borrowing, SOFR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers and (D) as to the matters set forth in Section 5.01(b), 5.01(c), 5.01(e), 5.01(f), 5.01(j) and 5.01(k);

(xiii) a certificate of the chief financial officer of Holdings (A) setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis after giving effect to the Loans, with each of the financial covenants contained in Section 7.03 (as if the covenants applicable to the fiscal month ending April 30, 2022 applied on the Effective Date), (B) certifying that all United States federal and other material tax returns required to be filed by the Loan Parties have been filed and all taxes (other than the Unpaid Taxes) upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, (C) attaching a copy of the Financial Statements and the Projections described in Section 6.01(g)(ii) hereof and certifying as to the compliance with the representations and warranties set forth in Section 6.01(g)(i) and Section 6.01(g)(ii) and (D) certifying that after giving effect to all Loans to be made on the Effective Date, all liabilities of the Loan Parties (other than any accounts payable that are past due and expressly permitted pursuant to Section 7.02(s)) are current;

(xiv) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis), after giving effect to the Loans made on the Effective Date, are Solvent;

(xv) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts as in effect on the Effective Date are true, complete and correct copies thereof and (B) such agreements remain in full force and effect and that none of the Loan Parties has breached or defaulted in any of its obligations under such agreements;

(xvi) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Effective Date as to the subsistence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions;

(xvii) an opinion of (i) Mayer Brown LLP, New York, Delaware and California counsel to the Loan Parties, and (ii) Carlton Fields, P.A., Florida counsel to the Loan Parties, as to such matters as the Collateral Agent may reasonably request;

(xviii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage and such other insurance coverage

with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, together with evidence of the payment of all premiums due in respect thereof for such period as the Collateral Agent may request; and

(xix) evidence of the payment in full of all Indebtedness under the Existing First Lien Credit Facility (other than the Deferred Monroe Fees), together with (A) a termination and release agreement with respect to the Existing First Lien Credit Facility and all related documents, duly executed by the Loan Parties and the Existing First Lien Lenders, (B) a termination of security interest in Intellectual Property for each assignment for security recorded by the Existing First Lien Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, and (C) UCC-3 termination statements for all UCC-1 financing statements filed by the Existing Lenders and covering any portion of the Collateral.

(e) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development shall have occurred since December 31, 2021 which could reasonably be expected to have a Material Adverse Effect.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans, or the conduct of the Loan Parties' business, or the consummation of any of the underlying transactions shall have been obtained and shall be in full force and effect.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Collateral Agent and its counsel, and the Collateral Agent and such counsel shall have received all such information and such counterpart originals or certified or other copies of such documents as the Collateral Agent or such counsel may reasonably request.

(h) Management Reference Checks. The Collateral Agent shall have received satisfactory reference checks for, and shall have had an opportunity to meet with, key management of each Loan Party.

(i) [Reserved].

(j) Security Interests. The Loan Documents shall create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to Permitted Liens).

(k) Litigation. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or threatened in any court or before any arbitrator or Governmental Authority which relates to the Loans or which, in the opinion of the Collateral Agent, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(l) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(m) Patriot Act Compliance. The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, a duly executed IRS Form W-9 (or other applicable tax form) of Holdings and the Borrower, and all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested in writing by the Administrative Agent at least three (3) Business Days prior to the Effective Date.

(n) Meeting with Management. The Agents shall have had a meeting at Holdings' corporate offices (or at such other location as may be agreed to by the Borrower and the Agents) at such time as may be agreed to by the Borrower and the Agents to discuss the financial condition and results of operation of Holdings and its Subsidiaries.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to

the Agents and their counsel, and the Agents and such counsel shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. On the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, the authorized Equity Interests of Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Holdings and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Holdings are owned by Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Holdings or any of its Subsidiaries and no outstanding obligations of Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Holdings or any of its Subsidiaries, or other obligations of Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Holdings or any of its Subsidiaries.

(f) Litigation. Except as set forth in Schedule 6.01(f), there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Statements.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Holdings and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 21, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

(j) Taxes, Etc. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $250,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l) hereto.

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing

Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as set forth on Schedule 6.01(p), (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q) hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in

compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

(r) Insurance. Each Loan Party maintains all insurance required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Effective Date.

(s) Use of Proceeds. The proceeds of the Loans shall be used to (a) refinance the Existing First Lien Credit Facility (excluding the payment of Deferred Monroe Fees) and other existing indebtedness of the Borrower, (b) pay fees and expenses in connection with the transactions contemplated hereby, (c) pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties and (d) fund working capital of the Borrower.

(t) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts

with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) Senior Indebtedness, Etc. Each of the applicable Loan Parties has the power and authority to incur the Indebtedness provided for under the Existing Second Lien Credit Facility and has duly authorized, executed and delivered the Existing Second Lien Credit Facility. The Existing Second Lien Credit Facility constitutes the legal, valid and binding obligation of Holdings and its Subsidiaries enforceable against Holdings and its Subsidiaries in accordance with its terms. The subordination provisions of the Intercreditor Agreement are and will be enforceable against the Existing Second Lien Lenders by the Secured Parties which have not effectively waived the benefits thereof. All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Loans and fees and expenses in connection therewith, constitute the Senior Credit Facility (as defined in the Existing Second Lien Credit Facility), and all such Obligations are entitled to the benefits of the subordination created by the Intercreditor Agreement. Holdings and each of its Subsidiaries acknowledges that the Agents and the Lenders are entering into this Agreement, and extending their Commitments, in reliance upon the subordination provisions of the Intercreditor Agreement and this Section 6.01(y).

(z) Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person

or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

(aa) Anti-Bribery and Corruption.

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Corruption Laws.

(bb) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES AND OTHER COLLATERAL MATTERS

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first full fiscal month of Holdings and its Subsidiaries ending after the Effective Date, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the

Projections, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Holdings and its Subsidiaries commencing with the first full fiscal quarter of Holdings and its Subsidiaries ending after the Effective Date, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally

accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Holdings and satisfactory to the Agents (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), a Compliance Certificate:

(A) stating that an Authorized Officer of the Borrower has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 and the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof, (2) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents, showing compliance with Section 7.03(c) and (3) including a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by (X) clause (iii) of this Section 7.01(a), attaching (1) the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) and (2) confirmation that there have been no changes to the information contained in each of the Perfection Certificates delivered on the Effective Date or the date of the most

recently updated Perfection Certificate delivered pursuant to this clause (iv) and/or attaching an updated Perfection Certificate identifying any such changes to the information contained therein, and (Y) clause (ii) of this Section 7.01(a), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 7.01(h), each Security Agreement and each Mortgage (or stating that there has been no change in the information most recently provided pursuant to this clause (C)(Y)), together with such other related documents and information as the Administrative Agent may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after the Effective Date, reports in form and detail satisfactory to the Agents and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent may request, (B) listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request, and (C) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request, all in detail and in form satisfactory to the Agents;

(vi) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year, a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Section 6.01(ii)(ii) are true and correct with respect to the Projections;

(vii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(viii) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default

or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(ix) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(x) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is $500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xi) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiii) as soon as possible and in any event within five (5) days after the delivery thereof to Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); provided that all such reports and other information is subject to Section 12.19;

(xiv) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(xv) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xvi) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with Section 7.02(r);

(xvii) [reserved];

(xviii) simultaneously with the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 7.01(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the Financial Statements that is permitted by Section 7.02(q), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 7.01(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Agents;

(xix) (A) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Holdings and its Subsidiaries, (1) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (2) a 13-week cash flow forecast of Holdings and its Subsidiaries in form and substance satisfactory to the Agents (the "13-Week Cash Flow") and (B) if the Liquidity of Holdings and its Subsidiaries is less than $7,000,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Holdings and its Subsidiaries for each day in the prior week is greater than $7,000,000, (1) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of the preceding week in form and substance satisfactory to the Agents and (2) a 13-Week Cash Flow; and

(xx) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Agent may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Security Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Security Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise

protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Security Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of $250,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours and with reasonable notice to the Borrower, at the expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the

foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as their interests may appear, in case of loss, under a standard non contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Agents and the Lenders, as their respective interests may appear, and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary

or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of $250,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of $500,000 in the case of a fee interest immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the

"Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 7.01(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. The Borrower shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Holding's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders to discuss the financial condition and results of operation of Holdings and its Subsidiaries for the most recently ended fiscal quarter.

(p) Board Information Rights. The Administrative Agent shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Administrative Agent were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Administrative Agent shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; provided that, the Administrative Agent shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(r) Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 7.01(r), in each case within the time limits specified on such schedule.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (x) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into any Loan Party (other than Holdings or the Mexican Loan ~~Party~~Parties), (y) any wholly-owned Subsidiary that is not a Loan Party may be merged into another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at

least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan ~~Party~~Parties); (iii) transactions permitted by Section 7.02(e) and Section 7.02(h), (iv) sales of Qualified Equity Interests of Holdings to Affiliates of Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) subject to the terms of this Agreement and the Intercreditor Agreement, the Existing Second Lien Credit Facility and Permitted Second Lien Loan Payments, and (vi) reasonable and customary director and officer compensation (including

bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Existing Second Lien Credit Facility;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement,

instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness, including, for the avoidance of doubt, the Existing Second Lien Credit Facility (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) subject to the terms of the Intercreditor Agreement, the Existing Second Lien Credit Facility (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Credit Facility), (ii) the AN Extend Earn-Out or (iii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii)),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 3.00 to 1.00, (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Holdings (and not in cash),

(4) subject to the terms of the Intercreditor Agreement, payments, prepayments, repayments, repurchases or redemptions of the Existing Second Lien Credit Facility constituting Permitted Second Lien Loan Payments, and

(5) payments of the Exitus Renewal Fee.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, provided that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws .

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. On and after the date that is 45 days after the Effective Date, have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to $1,300,000.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	$150,000,000
September 30, 2022	$150,000,000
December 31, 2022	$150,000,000
March 31, 2023 and each fiscal month ending thereafter	$150,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Holdings and its Subsidiaries for ending on the date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio
December 31, 2022	4.00:1.00
March 31, 2023	3.75:1.00
June 30, 2023 and each fiscal quarter ending thereafter	3.50:1.00

(c) Liquidity. Permit Liquidity to be less than $5,000,000 at any time on and after the date that is ten (10) Business Days after the Effective Date.

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(b), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) Subject to Section 7.01(r), the Loan Parties shall, with respect to each Cash Management Account (other than Excluded Accounts), deliver to the Collateral Agent a Control Agreement with respect to such Cash Management Account. The Loan Parties shall not maintain, and shall not permit any of their Domestic Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account (other than Excluded Accounts), unless the Collateral Agent shall have received a Control Agreement in respect of each such Cash Management Account; provided that, the total amount of cash, Cash Equivalents or other amounts in any deposit account or securities account of any Foreign Subsidiary not subject to a Control Agreement shall not exceed, at any time on and after the date that is ten (10) Business Days after the Effective Date, $2,000,000.

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day

into the Administrative Agent's Accounts, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Accounts.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrower may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that (i) such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank, and (ii) prior to the time of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent a Control Agreement. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of three (3) Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a), 7.01(b), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(m), Section 7.01(o), Section 7.02, Section 7.03 or Article VIII, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Security Agreement to which it is a party or any Mortgage to which

it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) (i) Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to $500,000 (including, for the avoidance of doubt, under the Existing Second Lien Facility), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $500,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or

available include forfeiture to any Governmental Authority of any material portion of the property of Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $500,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the Existing Second Lien Facility (including, for the avoidance of doubt, any "Default" or "Event of Default" thereunder that does not constitute a Default or Event of Default hereunder) or any other Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, or (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans , all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Premium, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Applicable Premium, if any, shall be accelerated and become due and payable automatically and

immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 9.02 Cure Right. In the event that Holdings fails to comply with the requirements of the financial covenant set forth in Section 7.03(a) or 7.03(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); provided that (i) such proceeds are actually received by Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay the Loans in accordance with Section 2.06(c)(v) and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 9.02. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 7.03(a) and 7.03(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03(a) and/or Section 7.03(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 7.03(a) and 7.03(b).

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain,

in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming

into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or other Person (including any Lender). Any such Related Party, trustee, co-agent or other Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are

determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five (5) days of written demand by such Agent, reimburse such Agent and such Related Parties for and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent and such Related Parties), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and the Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Party's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the Loans and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 10.18 and Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest

thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnity Obligations) in accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform

Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other

procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Holdings or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Holdings and its Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Holdings and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct

or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

Section 10.15 Intercreditor Agreement. Each Lender hereby grants to the Collateral Agent all requisite authority to enter into or otherwise become bound by, and to perform its obligations and exercise its rights and remedies under and in accordance with the terms of, the Intercreditor Agreement and to bind the Lenders thereto by the Collateral Agent's entering into or otherwise becoming bound thereby, and no further consent or approval on the part of any Lender is or will be required in connection with the performance by the Collateral Agent of the Intercreditor Agreement.

Section 10.16 Collateral Agent May File Proofs of Claim

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and

its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.17 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Borrower, Lender, or other Person is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Borrower, Lender, or other Person shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or a portion of any distribution to the Borrower, a Lender, or other Person was an Erroneous Distribution shall be conclusive absent manifest error. Each Borrower, Lender, and other potential recipient of an Erroneous Distribution hereunder waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against

any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein

and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XI. Accordingly, in the

event any payment or distribution is made on any date by a Guarantor under this Article XI such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XI in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XI that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XI(including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Financial Officer

Telephone: 1(877)5149180
Email: amit.singh@agilethought.com

with a copy to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020-1001
Attention: David Duffee
Telephone: (212) 506-2630
Email: DDuffee@mayerbrown.com

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Legal Officer
Telephone: 1(877)5149180
Email: diana.abril@agilethought.com

if to the Administrative Agent or the Collateral Agent, to it at the following address:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge

Telephone: 212-596-9747
Email: leonard.klingbaum@ropesgray.com;
nell.ethridge@ropesgray.com
Telecopier: 646-728-2694

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

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

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

Section 12.02 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (a) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, (b) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (c) in the case of any other amendment, by

the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release the Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; provided, that the Required Lenders may elect to release all or a substantial portion of the Collateral without the requirement to obtain the written consent of each Lender if such release is in connection with (x) an exercise of remedies by the Collateral Agent at the direction of the Required Lenders pursuant to Section 9.01 or (y) any Disposition of all or a substantial portion of the Collateral by one or more of the Loan Parties with the consent of the Required Lenders after the occurrence and during the continuance of an Event of Default so long as such Disposition is conducted in a commercially reasonable manner as if such Disposition were a disposition of collateral by a secured creditor in accordance with Article 9 of the UCC; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

(b) Notwithstanding anything to the contrary in Section 12.02(a):

(i) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents;

(ii) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to

make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby;

(iii) any Control Agreement, Guaranty, Mortgage, Security Agreement, collateral access agreement, landlord waiver or other agreement or document purporting to create or perfect a security interest in any of the Collateral (a "Collateral Document") may be amended, waived or otherwise modified with the consent of the applicable Agent and the applicable Loan Party without the need to obtain the consent of any Lender or any other Person if such amendment, modification, supplement or waiver is delivered in order (A) to comply with local Requirements of Law (including foreign law or regulatory requirements) or advice of local counsel, (B) to cure any ambiguity, inconsistency, omission, mistake or defect or (C) to cause such Collateral Document to be consistent with this Agreement and the other Loan Documents, and if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, inconsistency, omission, mistake or defect, in each case, in any provision of any Loan Document (other than a Collateral Document), then the Administrative Agent and the Borrower shall be permitted to amend such provision; any amendment, waiver or modification pursuant to this paragraph shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof;

(iv) no consent of any Loan Party shall be required to change any order of priority set forth in Section 2.06(d) and Section 4.03;

(v) the Administrative Agent and the Borrower may enter into an amendment to this Agreement pursuant to Section ~~2.07~~2.08(g) to reflect an alternate service or index rate and such other related changes to this Agreement as may be applicable; and

(vi) no Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or Affiliate).

(c) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Collateral Agent and the Administrative Agent and their respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or

penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) any Environmental Claim,

Environmental Liability or Remedial Action arising from or in connection with the past, present or future operations of, or any property currently, formerly or in the future owned, leased or operated by, any Loan Party, any of its Subsidiaries or any predecessor in interest, (k) any Environmental Lien, (l) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents and (y) if the Borrower fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The obligations of the Borrower under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to:

(i) all or a portion of its Term Loan Commitment and any Term Loan made by it with the written consent of the Borrower (such consent not to be unreasonably withheld) and each Agent, and

(ii) all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it with the written consent the Borrower (such consent not to be unreasonably withheld) and each Agent;

provided, however, that no written consent of the Borrower, the Collateral Agent or the Administrative Agent shall be required (A) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender; provided further, that under this Section 12.07(b), the consent of the Borrower shall not be required if an Event of Default has occurred and is continuing.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(iii) No such assignment shall be made to (A) any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the recordation date of each Assignment and Acceptance on the Register, , (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at one of its offices, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon)owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose

name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior written notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Borrower, Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent and Borrower must be evidenced by such Agent's or Borrower's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Loan (and the note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each note shall expressly so provide). Any assignment or sale of all or part of a Loan (and the note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Register, together with the surrender of the note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s).

(i) If any Lender sells participations in a Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Loans held by it and the principal amount (and stated interest thereon) of the portion of the Loan that is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under the Code or Treasury Regulations, including without limitation, Section 5f.103-1(c) of the United States Treasury Regulations. A Loan (and the note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each note shall expressly so provide). Any participation of such Loan (and the note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Person who purchases or is assigned or participates in any portion of such Loan shall comply with Section 2.10(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefit of Section 2.10 and Section 2.11 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it were a Lender; provided that a participant shall not be entitled to receive any greater payment under Section 2.10 or Section 2.11 with respect to its participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Loan Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions

relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall

be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document, of any Environmental Claim or any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrower's use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Borrower or the handling of the Loan Account and Collateral of the Borrower as herein provided, (iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, including any Environmental litigation, investigation or proceeding relating to or arising out of any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives,

releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

(e) Section 12.15 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.07 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or

prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made either will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization, so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing,

to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.19); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (viii) to any other Person if such information is general portfolio information that does not identity the Loan Parties, or (ix) with the consent of the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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

BORROWER:

AN GLOBAL LLC

By: _____
Name:
Title:

~~GUARANTORS:~~

~~**AGILETHOUGHT, INC.**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**AGILETHOUGHT, LLC**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**4TH SOURCE, LLC**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**IT GLOBAL HOLDINGS LLC**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**4TH SOURCE HOLDING CORP.**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**QMX INVESTMENT HOLDINGS USA, INC.**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**AGS ALPAMA GLOBAL SERVICES USA, LLC**~~

~~By:~~_____
~~Name:~~
~~Title:~~

~~**ENTREPIDS TECHNOLOGY INC.**~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~**4TH SOURCE MEXICO, LLC**~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~**AN USA**~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~**AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.**~~

~~By:~~ _____
~~Name:~~
~~Title:~~

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent

By: _____

Name:
Title:

[Signature Page to Financing Agreement]

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: _____
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney in fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____

Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: _____
Name: Kevin Genda
Title: Managing Member

EXHIBIT 5

Amendment No. 2 to the Prepetition 1L Financing Agreement

EXECUTION VERSION

AMENDMENT NO. 2
TO FINANCING AGREEMENT

AMENDMENT NO. 2 TO FINANCING AGREEMENT, dated as of November 1, 2022 (this "Amendment"), to the Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to the Financing Agreement, dated as of August 10, 2022, the Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company ("the Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Loan Parties have requested that the Agents and the Required Lenders amend certain terms and conditions of the Financing Agreement; and

WHEREAS, the Agents and the Required Lenders are willing to amend such terms and conditions of the Financing Agreement on the terms and conditions set forth herein.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments.

(a) Section 7.01(a)(vi) of the Financing Agreement is hereby amended and restated to read as follows:

> "as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Section 6.01(bb)(ii) are true and correct with respect to the Projections;"

(b) Paragraph 8 of Schedule 7.01(r) is hereby amended and restated in its entirety read as follows:

> "Within the earlier of (x) seventy (70) days after the assignment of the Trust Agreement that is described in paragraph 3 above, and (y) November 18, 2022, the Loan Parties shall (i) dissolve the Trust Agreement and (ii) amend the Exitus Indebtedness to release AgileThought Digital Solutions S.A.P.I. and all other Foreign Subsidiaries as borrowers and guarantors."

(c) Section 9.01(c) of the Financing Agreement is hereby amended by inserting "Section 7.01(r)," after "Section 7.01(o),".

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document on or immediately prior to the Amendment No. 2 Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Amendment No. 2 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Financing Agreement, as amended by this Amendment, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Financing Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its

properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(C) and (iv) hereof, to the extent that such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Enforceability of Loan Documents. This Amendment and the Financing Agreement (as amended by this Amendment) is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 2 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, all fees, costs, expenses and taxes then payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement.

(b) Representations and Warranties. The representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 2 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. No Default or Event of Default shall have occurred and be continuing on the Amendment No. 2 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 2 Effective Date (i) this Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents, and (ii) an amendment to the Existing Second Lien Credit Facility in form and substance satisfactory to the Agents.

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required

in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

5. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 2 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

6. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

7. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

8. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge

the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 2 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

9. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

10. Ratification of Covenant to Deliver Pledged Shares. For and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party hereby reaffirms its obligations set forth in paragraph 9 of Schedule 7.01(r) to deliver to Agent the original stock certificates and corresponding stock powers previously held in trust with respect to any and all Pledged Shares and otherwise take any and all steps necessary to perfect Agent's security interest in such Pledged Shares by the date that is ten (10) days after the dissolution of the Trust Agreement.

11. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., as Sole Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as Sole Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-Fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

DocuSigned by:
By: Manuel Senderos
98E7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-Fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5E77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Authorised Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

EXHIBIT 6

Waiver and Amendment No. 3 to the Prepetition 1L Financing Agreement

EXECUTION VERSION

WAIVER AND AMENDMENT NO. 3
TO FINANCING AGREEMENT

WAIVER AND AMENDMENT NO. 3 TO FINANCING AGREEMENT, dated as of December 19, 2022 (this "Amendment"), to the Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, this Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company ("the Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent", and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, pursuant to Section 7.01(r) of the Financing Agreement, the Loan Parties were required to (i) amend the Exitus Indebtedness to release AgileThought Digital Solutions S.A.P.I. and all other Foreign Subsidiaries as borrowers and guarantors within the earlier of (x) seventy (70) days after the assignment of the Trust Agreement that is described in paragraph 3 of Schedule 7.01(r), and (y) November 18, 2022 (such obligation, the "Exitus Reorg") and (ii) on or prior to the date that was ten (10) Business Days following dissolution of the Trust Agreement, deliver to the Agent the original stock certificates and corresponding stock powers previously held in trust with respect to any and all Pledged Shares (such obligation, the "Stock Pledge", and together with the Exitus Reorg, the "Post-Closing Obligations");

WHEREAS, the Loan Parties have failed to complete the Post-Closing Obligations by the applicable deadlines;

WHEREAS, such failure to complete the Exitus Reorg constitutes an Event of Default pursuant to Section 9.01(c)(i) of the Financing Agreement on and as of November 19, 2022 (the "Exitus Reorg Default");

WHEREAS, such failure to complete the Stock Pledge constitutes an Event of Default pursuant to Section 9.01(c)(i) of the Financing Agreement on and as of November 23, 2022 (the "Stock Pledge Default", and together with the Exitus Reorg Default, the "Specified Defaults");

WHEREAS, the Agents delivered a Reservation of Rights Letter to the Loan Parties on December 6, 2022, notifying the Loan Parties of the Specified Defaults;

WHEREAS, the Loan Parties have requested that the Agents and the Required Lenders amend certain terms and conditions of the Financing Agreement and waive the Specified Defaults; and

WHEREAS, the Agents and the Required Lenders are willing to amend such terms and conditions of the Financing Agreement on the terms and conditions set forth herein.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments.

(a) Section 1.01 is hereby amended by adding the following definition, in appropriate alphabetical order:

""Exitus Obligor" means AgileThought Digital Solutions, S.A.P.I. de C.V."

(a) Section 1.01 is hereby amended by replacing the last paragraph of the definition of "Permitted Liens" with the following:

"provided that, other than any Liens securing the Obligations, in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) the obligations under the Existing Second Lien Credit Facility."

(b) Paragraph 8 of Schedule 7.01(r) is hereby amended and restated in its entirety to read as follows:

"Within the earlier of (x) seventy (70) days after the assignment of the Trust Agreement that is described in paragraph 3 above, and (y) November 18, 2022, the Loan Parties shall dissolve the Trust Agreement.

(c) Paragraph 9 of Schedule 7.01(r) is hereby amended and restated in its entirety to read as follows:

"The Loan Parties shall:

(a) on or prior to December 31, 2022, deliver to Agent original stock certificates and corresponding stock powers with respect to any and all Pledged Shares, including each of the certificates listed in the table below (or replacement certificates) that is owned by a Loan Party that is not a Foreign Subsidiary, and

(b) on or prior to December 31, 2022, execute and deliver a Mexican pledge agreement over the Pledge Shares listed in the table below, governed by the law of the United Mexican States, together with (A) the applicable Pledge Shares certificates duly endorsed in guarantee in favor of the Agent; and (B) a certificate of the secretary of the Board of Directors of each of the Foreign Subsidiaries certifying that the pledge has been registered in the company's share registry book.

Pledged Issuer	Owner	Number of Shares / Equity Interest	Class	Certificate Number	Percentage of Outstanding Shares Pledged
AgileThought Digital Solutions, S.A.P.I de C.V.	Invertis S.A. de C.V.	-	Fixed Capital	N/A	0%
		1	Variable Capital	2	
	IT Global Holding, LLC.	50,000	Fixed Capital	1	100%
		102,864,311	Variable Capital	2	
		1	Variable Capital	3	
AgileThought México, S.A. de C.V.	IT Global Holding LLC	1	Fixed Capital	3	100%
	QMX Investment Holding USA, Inc.	49,999	Fixed Capital	1	100%
		262,400,000	Variable Capital	2	
AN Data Intelligence, S.A. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V.	1	Fixed Capital	4	0%
	IT Global Holding, LLC.	49,999	Fixed Capital	3	100%
AN Extend, S.A. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V.	1	Fixed Capital	7	0%
	IT Global Holding, LLC.	49,999	Fixed Capital	6	100%
AN UX, S.A. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V.	1	Fixed Capital	2	0%
	IT Global Holding, LLC.	49	Fixed Capital	1	100%
		44,080	Variable Capital	1 and 2	
Faktos Inc., S.A.P.I. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V	1	Variable Capital	3	0%
		2,148	Fixed Capital	1 and 2	100%

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Pledged Issuer	Owner	Number of Shares / Equity Interest	Class	Certificate Number	Percentage of Outstanding Shares Pledged
	IT Global Holding, LLC.	2,192	Variable Capital	1	
Facultas Analytics, S.A.P.I. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V.	1	Variable Capital	3	0%
	IT Global Holding LLC	2,667	Fixed Capital	1 and 2	100%
		2,722	Variable Capital	1	
Entrepids México, S.A. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V.	1	Fixed Capital	2	0%
	Entrepids Technology Inc.	2,999	Fixed Capital	1	100%
AgileThought Servicios Administrativos, S.A. de C.V.	AgileThought, Inc.	1	Fixed Capital	2	100%
	AgileThought Digital Solutions, S.A.P.I. de C.V.	49,999	Fixed Capital	1	0%
AgileThought Servicios México, S.A. de C.V.	AgileThought Digital Solutions, S.A.P.I. de C.V.	1	Fixed Capital	2	0%
	AgileThought, Inc.	49,999	Fixed Capital	1	100%
Cuarto Origen, S. de R.L. de C.V.	4th Source Mexico, LLC	1	NA	NA	100%
	4th Source, LLC	1	NA	NA	100%
AN Evolution S. de R.L. de C.V.	AgileThought, Inc.	1	NA	NA	100%
	IT Global Holding LLC	1	NA	NA	100%

(d) Schedule 7.01(r) is hereby amended by inserting the following Paragraph 10 immediately after Paragraph 9:

"On or before December 31, 2022, the Exitus Obligor shall have entered into a non-possessory pledge agreement, governed by the law of the United Mexican States, pursuant to which it grants a Lien on substantially all of its property to secure the Obligations (to the extent such a Lien can be granted under such law), and shall take such actions as may be necessary (in the Collateral Agent's sole discretion) to perfect such Lien in accordance with such non-possessory pledge agreement."

3. Waiver. Subject to the satisfaction in full of the conditions to effectiveness set forth in Section 5 below and in reliance upon the representations and warranties of the Loan Parties contained herein, the Agents and the Lenders party hereto hereby waive the Specified Defaults and the collection of the Post-Default Rate interest payable on and after the date hereof in connection with such Specified Defaults having occurred and continued (the "Waiver"). For the avoidance of doubt, the parties hereto acknowledge that interest on the Loans accrued at the Post-Default Rate during the period beginning on November 19, 2022 and ending on the date hereof. The waivers set forth in this Section 3 shall be effective only in this specific instance, shall apply only for the defaults that have occurred prior to the date hereof and only for the specific purpose set forth herein and, for the avoidance of doubt, do not allow for any other or further departure from the terms and conditions of the Financing Agreement (after giving effect to the Amendment) or any other Loan Document, including the application and collection of the interest at the Post-Default Rate, which terms and conditions shall continue in full force and effect. For the avoidance of doubt, Section 7.01(r) of the Financing Agreement (as amended by the Amendment) remains in full force and effect and no covenants contained therein are waived by the Waiver.

4. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document on or immediately prior to the Amendment No. 3 Effective Date, but after giving effect to the Waiver, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Amendment No. 3 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Financing Agreement, as amended by this Amendment, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in

which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Financing Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(C) and (iv) hereof, to the extent that such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Enforceability of Loan Documents. This Amendment and the Financing Agreement (as amended by this Amendment) is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

5. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 3 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, all fees, costs, expenses and taxes then payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement, in each case, the failure of which shall render the Waiver null and void.

(b) Representations and Warranties. After giving effect to the Waiver, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 3 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. After giving effect to the Waiver, no Default or Event of Default shall have occurred and be continuing on the Amendment No. 3 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Exitus. As of the Amendment No. 3 Effective Date, the only Foreign Subsidiary that is obligated as a borrower or guarantor in respect of the Exitus Indebtedness is AgileThought Digital Solutions S.A.P.I. (the "Exitus Obligor"), and the Guaranty by the Exitus Obligor of the Obligations is in full force and effect.

(e) Delivery of Documents. The Agents shall have received on or before the Amendment No. 3 Effective Date, the following:

(i) This Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents.

(ii) A certificate executed by an Authorized Officer of the Borrower, certifying as to the conditions precedent in clauses (b), (c) and (d) of this Section 5.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

6. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 3 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

7. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

8. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby. Each Loan Party further acknowledges that the waivers and amendments contain herein are not indications of promises by the Agent or any Lender to provide any further waivers or amendments, and each Loan Party understands that no such waivers or amendments shall be granted in the future.

9. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 3 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

10. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

11. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of

this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: Manuel Senderos
98F7D4297412499...

Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., as Sole Member

By: DocuSigned by: Manuel Senderos 98E7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as Sole Member

By: DocuSigned by: Manuel Senderos 98E7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98E7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98E7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-Fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

DocuSigned by:
By: Manuel Senderos
98E7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-Fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

EXHIBIT 7

AgileThought Digital Solutions Pledge Agreement

EXECUTION VERSION

==========

CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN /
NON-POSSESSORY PLEDGE AGREEMENT

QUE CELEBRAN / ENTERED INTO AND BETWEEN

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.,
COMO DEUDOR PRENDARIO / AS PLEDGOR

Y/ AND

BLUE TORCH FINANCE LLC,
COMO ACREEDOR PRENDARIO / AS PLEDGEE

06 de enero de 2023 / January 06, 2023

==========

CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN (SEGÚN SEA MODIFICADO Y/O RE-EXPRESADO DE TIEMPO EN TIEMPO, EL "CONTRATO"), DE FECHA 06 DE ENERO DE 2023, QUE CELEBRAN:

(a) AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., en su carácter de deudor prendario (el "Deudor Prendario"); y

(b) BLUE TORCH FINANCE LLC, en su carácter de acreedor prendario (el "Acreedor Prendario" y conjuntamente con el Deudor Prendario, las "Partes").

Conforme a los siguientes Antecedentes, Declaraciones y Cláusulas:

ANTECEDENTES

PRIMERO.- Con fecha el 27 de mayo de 2022, AN Global, LLC, como acreditado (el "Acreditado"), AgileThought, Inc., como compañía tenedora ("Holdings") y diversas de sus subsidiarias como Garantes (según el término *Guarantors* se define en el Contrato de Financiamiento), las partes que en el mismo se identifican como Acreedores (según el término *Lenders* se define en el Contrato de Financiamiento), y el Acreedor Prendario como agente administrativo y agente de garantías suscribieron un contrato de financiamiento (el "Contrato de Financiamiento"), mismo que se adjunta al presente como **Anexo "A"**.

SEGUNDO.- El Deudor Prendario desea celebrar el presente Contrato con el Acreedor Prendario, con el fin de constituir una Prenda (según dicho término se define más adelante) en primer lugar y grado de prelación sobre los Bienes Pignorados (según dicho término se define más adelante) para garantizar el cumplimiento debido y puntual por parte del Acreditado de todas y cada una de las Obligaciones Garantizadas (según dicho término se define más adelante) de conformidad con el Contrato de Financiamiento.

NON-POSSESSORY PLEGDE AGREEMENT (AS AMENDED AND/OR RESTATED FROM TIME TO TIME, THE "AGREEMENT"), DATED AS OF JANUARY 06, 2023, ENTERED BY:

(a) AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., in its capacity as pledgor (the "Pledgor"); and

(b) BLUE TORCH FINANCE LLC, in its capacity as pledgee (the "Pledgee" and, jointly with the Pledgor, the "Parties").

In accordance with the following Recitals, Representations and Clauses:

RECITALS

FIRST.- On May 27, 2022, AN Global, LLC, as borrower (the "Borrower"), AgileThought Inc., as a holding company ("Holdings") and its subsidiaries as Guarantors (as such term is defined in the Financing Agreement), the parties identified therein as Lenders (as such term is defined in the Financing Agreement) and the Pledgee as administrative agent and collateral agent entered into a financing agreement (the "Financing Agreement"), which is attached hereto as **Exhibit "A"**.

SECOND.- The Pledgor wishes to enter into this Agreement with the Pledgee in order to create a first priority interest Pledge (as such term is defined hereunder) on the Pledged Assets (as such ten is defined below) to secure the full and punctual performance of the Secured Obligations (as such term is defined hereunder) of the Borrower under the Financing Agreement.

DECLARACIONES

I. El Deudor Prendario en este acto declara a través de su representante legal y bajo protesta de decir verdad, que:

(a) Es una sociedad mercantil debidamente constituida y válidamente existente conforme a las leyes de los Estados Unidos Mexicanos;

(b) Su representante legal cuenta con las facultades necesarias y suficientes para celebrar este Contrato, las cuales no le han sido revocadas ni modificadas en forma alguna y se encuentran vigentes a la fecha del presente, según consta en las escrituras públicas que se adjuntan como **Anexo "B"**;

(c) Cuenta con plena capacidad legal y autorizaciones suficientes (corporativas, estatutarias u otras) para celebrar, entregar y cumplir con las obligaciones que le derivan del presente Contrato de conformidad con sus términos;

(d) Es el único y legítimo propietario de los Bienes Pignorados (según dicho término se define más adelante), los cuales están libres de todo Gravamen (según dicho término adelante se define);

(e) La ejecución del presente Contrato, así como el cumplimiento de las obligaciones que de él se derivan, no infringen (i) sus estatutos sociales o documentos constitutivos, (ii) ninguna ley, norma, decreto, resolución judicial, laudo arbitral o autorización que le sea aplicable, o (iii) ninguna restricción contractual que le obligue o pueda afectar;

(f) Los Bienes Pignorados que forman y/o en el futuro formen parte de la Prenda (según éste término adelante se define), no se encuentran y/o no se encontrarán, según corresponda, sujetos a ningún convenio, contrato, acuerdo u otro tipo de documento conforme al cual (i) se otorgue a un tercero cualquier opción o derecho de compra o de

REPRESENTATIONS

I. The Pledgor hereby states, through its legal representative and under oath, that:

(a) It is a commercial entity duly incorporated and validly existing pursuant to the laws of the Mexican United States;

(b) Its legal representative has the sufficient power and authority to enter into this Agreement, which have not been revoked or modified in any way to this date and remain in full force and effect, as shown in public deeds set forth in **Exhibit "B"**;

(c) It has full legal capacity and sufficient authorizations (corporate, statutory or otherwise) to enter into, execute and perform its obligations arising from this Agreement pursuant to their terms;

(d) The Pledgor is the sole and legitimate owner of the Pledged Assets (as hereinafter defined), which are free and clear of any Lien (as hereinafter defined);

(e) The execution of this Agreement, as well as the performance of the obligations that arise from it, do not infringe (i) its by-laws or incorporation documents (ii) any law, rule, decree, court ruling, arbitral award or authorization that are applicable, or (iii) any contractual restriction that is binding or that may affect it;

(f) The Pledged Assets that form and/or that in the future may form part of the Pledge (as hereinafter defined), are not and/or will not be, as applicable, subject to any agreement, contract, understanding or other type of document which (i) grant an option or right to purchase or of any other nature to acquire to a third party, currently

otra naturaleza a adquirir, ahora o en el futuro los Bienes Pignorados o cualquier parte de los mismos, o (ii) se restrinja, de manera alguna, cualquier prenda, Gravamen (según éste término adelante se define), cesión o transmisión de los Bienes Pignorados, excepto por las restricciones previstas en este Contrato;

or in the future, with respect to the Pledged Assets or any part thereof, or (ii) restrict, in any way, any pledge, Lien (as hereinafter defined), assignment or transfer of the Pledged Assets, except for the restrictions set forth in this Agreement;

(g) No requiere autorización o aprobación alguna por parte de cualquier Persona o Autoridad Gubernamental (según dichos términos se definen más adelante) en relación con la celebración del presente Contrato o el cumplimiento de sus obligaciones establecidas conforme al mismo, excepto por las autorizaciones o consentimientos que ha obtenido con anterioridad a la celebración del presente Contrato;

(g) It does not require any authorization or approval from any Person or Governmental Authority (as such terms are defined below) in connection with the execution of this Agreement or the performance with its obligations contained herein, except for the authorizations and consents that have been obtained prior to the execution of this Agreement;

(h) A esta fecha, no tiene conocimiento de que exista demanda, reclamación, requerimiento o procedimiento alguno ante cualquier tribunal, agencia gubernamental, árbitro o entidad jurisdiccional que afecte o pudiere afectar la legalidad, validez o exigibilidad del presente Contrato, o la legítima propiedad y/o titularidad de sus respectivos Bienes Pignorados;

(h) As of this, it does not have knowledge of the existence of any action, suit, claim, requirement or procedure whatsoever before any court, governmental agency, arbitrator or jurisdictional entity that affects or may affect the legality, validity or enforceability of this Agreement, or the legitimate ownership and/or title of their respective Pledged Assets;

(i) Es su intención y deseo otorgar en prenda sin transmisión de posesión, en primer lugar y grado de prelación, los Bienes Pignorados en favor del Acreedor Prendario, de conformidad con el presente Contrato; and

(i) It is their intention and wish to granter a non-possessory pledge, in first priority and seniority, over the Pledged Assets in favor of the Pledgee, pursuant to this Agreement; and

(j) Reconoce y acepta la capacidad legal y personalidad jurídica del Acreedor Prendario para celebrar el presente Contrato.

(j) It hereby acknowledges and accepts the legal capacity and authority of the Pledgee to execute this Agreement.

II. El Acreedor Prendario en este acto declara a través de su representante legal y bajo protesta de decir verdad, que:

II. The Pledgee hereby states, through its legal representative and under oath, that:

(a) Es una sociedad de responsabilidad limitada (*limited liability company*). constituida de conformidad con las leyes

(a) It is a limited liability company duly formed and validly existing pursuant to the

del estado de Delaware, Estados Unidos de América;

(b) Su representante legal cuenta con las facultades necesarias y suficientes para celebrar este Contrato, las cuales no le han sido revocadas ni modificadas en forma alguna y se encuentran vigentes a la fecha del presente, según consta en la escritura pública que se describe en el **Anexo "C"**;

(c) No requiere autorización o consentimiento alguno por parte de cualquier Persona o Autoridad Gubernamental (según dichos términos se definen más adelante) en relación con la celebración del presente Contrato o el cumplimiento de sus obligaciones establecidas conforme al mismo, excepto por las autorizaciones o consentimientos que ha obtenido con anterioridad a la celebración del presente Contrato; y

(d) Desea celebrar el presente Contrato como Acreedor Prendario y obligarse en sus términos, con el fin de que el Deudor Prendario garantice el cumplimiento íntegro y puntual de las Obligaciones Garantizadas.

laws of Delaware, United States of America;

(b) Its legal representative has the sufficient power and authority to enter into this Agreement, which have not been revoked or modified in any way to this date and remain in full force and effect, as described in public deed set forth in **Exhibit "C"**;

(c) It does not require any authorization or consent from any Person or Governmental Authority (as such terms are defined below) in connection with the execution of this Agreement or the performance with its obligations contained herein, except for the authorizations and consents that have been obtained prior to the execution of this Agreement; and

(d) It wishes to enter into this Agreement as Pledgee and to comply with its terms, with the purpose that the Pledgor guarantees the full and timely performance of the Guaranteed Obligations.

EN VIRTUD DE LO ANTERIOR, con base en los Antecedentes y en las Declaraciones contenidas en el presente Contrato, las Partes otorgan las siguientes:

IN WITNESS WHEREOF, based on the Recitals and Representations contained in this Agreement, the Parties hereby grant the following:

CLÁUSULAS

CLAUSES

PRIMERA. **TÉRMINOS DEFINIDOS; REGLAS DE INTERPRETACIÓN**.

(a) Los siguientes términos tendrán el significado que se les asigna a continuación, en el entendido de que, en uno y en otro caso, serán aplicables tanto a la forma singular como a la plural de dichos términos. Cualquier término en aquí contenido en mayúscula y que no esté definido en el presente documento, tendrá el significado que se le atribuye a dicho término en el Contrato de Financiamiento:

FIRST. DEFINED TERMS; RULES OF INTERPRETATION.

(a) The following terms will have the meaning assigned hereunder, on the understanding that, in any case, it will apply to both the singular and plural form of said terms. Any capitalized term herein that is not defined in this document, will have the meaning attributed to such term within the Financing Agreement.

"**Acreedor Prendario**" tiene el significado que se le atribuye a dicho término en el proemio del presente Contrato.	"**Pledgee**" has the meaning ascribed to such term in the preamble of this Agreement.
"**Autoridad Gubernamental**" significa cualquier gobierno nacional o federal, cualquier estado, región, municipalidad u otra subdivisión política de los mismos con jurisdicción, y cualquier individuo o entidad con jurisdicción, que ejerza funciones legislativas, judiciales, regulatorias o administrativas respecto de o que pertenezcan a asuntos gubernamentales o cuasi-gubernamentales (incluyendo cualquier tribunal) en México.	"**Governmental Authority**" means any national or federal government, any state, region, municipality or other political subdivision thereof with jurisdiction, and any individual or entity with jurisdiction, that may exercise legislative, judicial, regulatory or administrative functions with respect to or that belongs to governmental or quasi-governmental matters (including any tribunal) in Mexico.
"**Aviso de Incumplimiento**" tiene el significado que se le atribuye a dicho término en la Cláusula Octava del presente Contrato.	"**Notice of Default**" has the meaning ascribed to such term in Clause Eight of this Agreement.
"**Bienes Pignorados**" significa la referencia conjunta a todos los bienes muebles que a continuación se describen en forma genérica del Deudor Prendario, pignorados por el Deudor Prendario en favor del Acreedor Prendario de conformidad con el presente Contrato, cualquiera que sea su ubicación, que actualmente sean propiedad del Deudor Prendario, o que el Deudor Prendario adquiera o que surjan en el futuro: (i) todo el Inventario; (ii) todo el Equipo; (iii) todos los Intangibles; (iv) todas las cuentas bancarias, (v) todas las cuentas por cobrar (cualquier derecho de cobro) y, (vi) toda la Propiedad Intelectual, los cuales, de conformidad con el Artículo 354 de la Ley, comprenden todos los bienes muebles (presentes y futuros) utilizados por el Deudor Prendario para la realización de su actividad preponderante, salvo los bienes excluidos que se mencionan en el **Anexo "D"**.	"**Pledged Assets**" means the joint reference to all the personal assets described below generically of the Pledgor, pledged by such Pledgor in favor of the Pledgee pursuant to this Agreement, whatever their location, which may currently be owned by such Pledgor, or that such Pledgor may acquire or that may arise in the future: (i) all the Inventory; (ii) all the Equipment; (iii) all the Intangibles; (iv) all the banking accounts; (v) all the accounts receivables (any payment collection rights); and, (vi) all the Intellectual Property, which, pursuant to Article 354 of the Law, comprehend all the personal assets (current and future) used by the Pledgor to carry out their preponderant purpose, except for the excluded assets mentioned in **Exhibit "D"**.
"**Contrato**" significa el presente Contrato de Prenda Sin Transmisión de Posesión, según el mismo sea modificado, ya sea parcial o totalmente, adicionado o de cualquier otra forma reformado en cualquier momento.	"**Agreement**" means this Non-Possessory Pledge Agreement, as the same may be modified, whether partially or totally, supplemented or in any other form amended at any time.
"**Contrato de Financiamiento**" tiene el significado que se le atribuye en los Antecedentes del presente Contrato.	"**Financing Agreement**" has the meaning ascribed to it in the Recitals of this Agreement.

"**Deudor Prendario**" tiene el significado que se le atribuye a dicho término en el proemio del presente Contrato.

"**Pledgor**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Día Hábil**" significa cualquier día que no sea sábado, domingo u otro día en que bancos comerciales en la Ciudad de México, México, estén autorizados o requeridos por ley para permanecer cerrados.

"**Business Day**" means any day that is not Saturday, Sunday or another day in which the commercial banks of Mexico City, Mexico, are authorized or required by law to remain closed.

"**Dólares**" y "**USD**" significan la moneda de curso legal de los Estados Unidos de América.

"**Dollars**" and "**USD**" mean the legal currency of the United States of America.

"**Equipo**" significa, con respecto al Deudor Prendario, todo el equipo, accesorios y mejoras del Deudor Prendario, que actualmente sean propiedad del Deudor Prendario o que adquiera en el futuro, cualquiera que sea su lugar de ubicación, incluyendo sin limitación, toda la maquinaria, muebles, mobiliario, mejoras de arrendamiento, equipo de cómputo, libros, registros, automóviles, motocicletas, vehículos motorizados, grúas e inventario circulante.

"**Equipment**" means, with respect the Pledgor, all the equipment, accessories and improvements of the Pledgor, that are currently owned by the Pledgor or that it may acquire in the future, whatever their location, including without limitation, all the machinery, furniture, personal property, lease improvements, computer equipment, books, records, automobiles, motorcycles, motor vehicles, cranes and outstanding inventory.

"**Evento de Incumplimiento**" tiene el significado que se le atribuye a dicho término (*Events of Default*) en el Contrato de Financiamiento.

"**Event of Default**" has the meaning attributed to such term in the Financing Agreement.

"Gravamen" significa, en relación con cualquier bien o activo, cualquier hipoteca, gravamen, prenda, fideicomiso, carga o cualquier otra garantía o gravamen de cualquier naturaleza o cualquier otro tipo de acuerdo de preferencia sobre dicho bien o activo que tenga el efecto práctico de crear una garantía, prioridad, acuerdo preferencial o gravamen sobre el mismo, así como cualesquier otras condiciones, usos, usufructos, licencias, limitaciones o restricciones de propiedad o cualesquier otras opciones o derechos de preferencia de cualquier naturaleza, incluyendo, sin limitación, cualesquier derechos del tanto o derechos de preferencia, sobre o con respecto a dicho bien o activo.

"**Lien**" means, in relation to any good or asset, any mortgage, lien, pledge, trust, encumbrance or any other guaranty or security of any nature or any other type of preferential agreement over such good or asset that has the practical effect or creating a security, priority, preferential agreement or lien over it, as well as any other conditions, uses, usufructs, licenses, limitations or restrictions to ownership or any other options or preferential rights of any nature, including, without limitation, any rights of first refusal or preferential rights, over or with respect to such good or asset.

"**IMPI**" significa el Instituto Mexicano de la Propiedad Industrial.

"**IMPI**" means the Mexican Institute of Industrial Property (*Instituto Mexicano de la Propiedad Industrial)*.

"**Intangibles**" significa, con respecto al Deudor Prendario, todos los intangibles propiedad del Deudor Prendario, que actualmente sean propiedad de dicho Deudor Prendario o que adquiera o que surja en el futuro, incluyendo, sin limitación alguna, todas las regalías, rembolsos de impuestos, derechos a rembolsos de impuestos, y cualesquiera otros derechos que tenga dicho Deudor Prendario en relación con la operación de los negocios de dicho Deudor Prendario y/o que deriven de su actividad preponderante.	"**Intangibles**" means, with respect to each Pledgor, all the intangibles owned by such Pledgor, that are currently owned by such Pledgor or that it may acquire in the future, including without limitation, all the royalties, tax reimbursements, rights over tax reimbursements, and any other rights that such Pledgor may have in relation to the operation of the businesses of such Pledgor and/or that arise from its preponderant activity.
"**Inventario**" significa, con respecto al Deudor Prendario, ya sea que actualmente sea propiedad del Deudor Prendario o que el Deudor Prendario adquiera en el futuro, cualquiera que sea su ubicación, incluyendo sin limitación, todos los bienes que el Deudor Prendario tenga para su venta o arrendamiento o que hayan sido suministrados o a ser suministrados conforme a contratos de servicios, todos los bienes que tenga para muestra o demostración, bienes en renta o consignación, refacciones, repuestos, bienes re poseídos, toda la materia prima, bienes terminados y en proceso de terminación y partes utilizadas o consumidas por el Deudor Prendario en sus negocios, conjuntamente con todos los documentos, documentos de propiedad, recibos de bodegas, bonos de prenda, conocimientos de embarque, certificados de depósito u órdenes para la entrega de todo o cualquier parte de los conceptos anteriormente mencionados.	"**Inventory**" means, with respect to the Pledgor, whether currently owned by the Pledgor or that the Pledgor may acquire in the future, whatever their location, including without limitation, all the assets that the Pledgor may have for their sale or lease or that had been supplied or to be supplied pursuant to the services agreements, all the assets it may have for sampling or demonstration, assets in lease or consignment, spare parts, replacements, repossessed assets, all raw materials, concluded assets or in process for conclusion and parts used or consumed by the Pledgor in its business, collectively with all documents, ownership documents, warehouse receipts, pledge bonuses, shipment acknowledgements, deposit certificates or orders for the delivery of all or any part of the foregoing concepts.
"**Ley**" significa la Ley General de Títulos y Operaciones de Crédito.	"**Law**" means the General Law on Negotiable Instruments and Credit Operations (*Ley General de Títulos y Operaciones de Crédito*).
"**México**" significa los Estados Unidos Mexicanos.	"**Mexico**" means the United Mexican States.
"**Notificación de Cumplimiento**" tiene el significado que se le atribuye a dicho término en la Cláusula Octava del presente Contrato	"**Notice of Compliance**" has the meaning ascribed to such term in the Eight Clause of this Agreement.
"**Obligaciones Garantizadas**" tiene el significado que se le atribuye a dicho término (*Guaranteed Obligations*) en el Contrato de Financiamiento.	"**Secured Obligations**" has the meaning attributed to such term in the Financing Agreement.

"**Parte Indemnizada**" y "**Partes Indemnizadas**" tienen el significado que se le atribuye a dicho término en la Cláusula Novena del presente Contrato.

"**Indemnified Party**" and "**Indemnified Parties**" has the meaning ascribed to such term in Clause Ninth of this Agreement.

"**Partes**" tiene el significado que se le atribuye en el proemio del presente Contrato.

"**Parties**" has the meaning attributed to such term in this Agreement's preamble.

"**Persona**" significa cualquier persona física o persona moral, fideicomiso, co-inversión, sociedad o asociación civil o mercantil, Autoridad Gubernamental o cualquier otra entidad de cualquier naturaleza.

"**Person**" means any physical or legal person, trust, co-investment, company or commercial or civil association, Governmental Authority or any other entity of any nature.

"**Pesos**" y "**$**" significa la moneda de curso legal de México.

"**Pesos**" and "**$**" means legal currency of Mexico.

"**Prenda**" tiene el significado que se le atribuye a dicho término en la Cláusula Segunda del presente Contrato.

"**Pledge**" has the meaning ascribed to such term in the Second Clause of this Agreement.

"**Propiedad Intelectual**" significa, con respecto al Deudor Prendario, toda la propiedad intelectual o de carácter similar de cualquier clase y naturaleza de la cual el Deudor Prendario sea el legítimo propietario y/o titular a esta fecha o que adquiera en un futuro, incluyendo, sin limitación alguna, derechos sobre marcas, invenciones, diseños, dibujos, planos, diagramas, esquemas, materiales de presentación y promoción relacionados con los anteriores, patentes y derechos de propiedad, licencias sobre patentes, marcas, avisos comerciales, licencias sobre marcas, nombres comerciales, derechos de autor, licencias sobre derechos de autor, regalías, dominios y registros de dominios, secretos industriales, información técnica, confidencial, privilegiada o de negocios, *know how* o cualesquier otra información, programas, software y bases de datos así como los materiales y documentación donde éstos se fijen, registros y franquicias, licencias respecto de cualesquiera de los anteriores y todos los derechos derivados de licencias, así como cualesquier, adición, mejora o accesorio de, y libros y registros que describan o se encuentren relacionados con todo lo anterior.

"**Intellectual Property**" mans, with respect to the Pledgor, all the intellectual property or of any similar character of any kind and nature of the Pledgor is the legitimate owner and/or holds title to as of this date or may acquire in the future, including without limitation, rights over trademarks, inventions, designs, drawings, blue prints, diagrams, schemes, presentation and promotion materials related to the foregoing, patents and ownership rights, licenses over patents, trademarks, slogans, licenses over trademarks, commercial names, copyrights, licenses over copyrights, royalties, domains and registries of domains, industrial secrets, technical information, confidential, privileged or of business, know how or any other information, programs, software and databases, as well as the materials and documentation where they are fixed, registries and franchises, licenses with respect to any of the foregoing and all the rights derived from licenses, as well as any, addition, improvement or accessory of, and books and registries that describe or are found related with all the foregoing.

"**RUG**" significa el Registro Único de Garantías Mobiliarias.

"**Transmisión Permitida**" tiene el significado que se le atribuye a dicho término en la Cláusula Quinta del presente Contrato.

"**RUG**" means the Personal Guarantees Sole Registry (*Registro Único de Garantías Mobiliarias*).

"**Permitted Transfer**" has the meaning ascribed to such term in the Fifth Clause of this Agreement.

(b) Los encabezados de las Cláusulas contenidas en este Contrato se utilizan únicamente para conveniencia de referencia y no serán considerados en la interpretación del presente Contrato.

(b) The Clauses' headings herein are only used for convenience and reference purposes and shall not be considered in terms of interpretation of this Agreement.

(c) A menos que se indique lo contrario, todas las referencias en el presente Contrato a las Cláusulas y Anexos se referirán a las Cláusulas y Anexos de este Contrato. La referencia a cualquier otro contrato, instrumento o documento será a dicho contrato, instrumento o documento como pueda ser reformado, adicionado, modificado o suplementado ocasionalmente de conformidad con sus términos y a lo permitido por el Contrato de Financiamiento.

(c) Unless otherwise specified, all references under this Agreement to Clauses and Exhibits refer to the Clauses and Exhibits contained herein. References to any other agreement, instrument or document will be to such agreement, instrument or document as it may be amended, reformed, modified or supplemented from time to time in accordance with its terms and as per the Financing Agreement.

SEGUNDA. CONSTITUCIÓN DE LA PRENDA.

SECOND. CREATION OF THE PLEDGE.

(a) Sujeto a los términos y condiciones establecidos en el presente Contrato de Prenda y de conformidad con el Título Segundo, Capítulo IV, Sección Séptima de la Ley, el Deudor Prendario en este acto otorga de manera incondicional e irrevocable una prenda sin transmisión de posesión en primer lugar y grado de prelación (la "Prenda") en favor del Acreedor Prendario, sobre la totalidad de los Bienes Pignorados que actualmente sean propiedad del Deudor Prendario o que el Deudor Prendario adquiera en el futuro, o sobre los cuales el Deudor Prendario, con posterioridad a la fecha del presente Contrato, tenga o adquiera cualquier derecho o participación, cualquiera que sea su ubicación, y con todo cuanto de hecho y por derecho les corresponda, para garantizar irrevocablemente el debido y puntual cumplimiento, pago y satisfacción a su vencimiento (ya sea a su fecha de vencimiento programado, por vencimiento anticipado o por cualquier otro motivo) de todas y cada una de las Obligaciones Garantizadas.

(a) Subject to the terms and conditions set forth in this Pledge Agreement and pursuant to Title Second, Chapter IV, Section Seventh of the Law, the Pledgor hereby unconditionally and irrevocably grants a first priority and seniority non-possessory pledge (the "Pledge") in favor of the Pledgee, over the totality of the Pledged Assets that are currently owned by the Pledgor or that the Pledgor may acquire in the future, or over which the Pledgor, after the date of this Agreement, may have or acquire any right or interest, whatever their location, and with all that may correspond thereto by fact and by law, to irrevocably guaranty the due and timely compliance, payment and fulfillment upon maturity (whether scheduled maturity, early termination or by any other reason) of each and all the Secured Obligations.

(b) A efecto de perfeccionar la Prenda sobre los Bienes Pignorados de conformidad con lo dispuesto en los artículos 365, 366 y 367 de la Ley, las Partes en este acto convienen y se obligan a ratificar el presente Contrato ante un notario público dentro de los 10 (diez) días calendario siguientes a la fecha en la que se firme el presente Contrato. Asimismo, el Deudor Prendario se obliga a presentar ante el RUG la inscripción del presente Contrato, tan pronto corno sea posible pero dentro de los 3 (tres) Días Hábiles siguientes a la fecha de su ratificación. El Deudor Prendario pagara todos los derechos, impuestos, honorarios (incluyendo gastos notariales) razonables y debidamente documentados y demás gastos correspondientes a mencionada inscripción.

El Deudor Prendario deberá entregar al Acreedor Prendario prueba fehaciente y por escrito de dicha inscripción en el RUG, tan pronto como sea posible, pero en todo caso, dentro de los 5 (cinco) Días Hábiles siguientes a la fecha en la que se obtenga el registro correspondiente, así como un testimonio del acta de ratificación del presente Contrato.

(b) In order to perfect the Pledge over the Pledged Assets pursuant to the provisions set forth in articles 365, 366 and 367 of the Law, the Parties hereby agree and shall have the obligation to ratify this Agreement before a notary public within the following 10 (ten) calendar days as of date in which this Agreement was executed. Additionally, the Pledgor shall file before the RUG this Agreement for registration ratified, as soon as possible, but in any event within the following 3 (three) Business Days as of date in which this Agreement was ratified. The Pledgor shall pay any reasonable and duly documented recording fees, recordation taxes, notary public fees and any related expenses.

The Pledgor shall deliver the Pledgee sufficient proof and in writing of such recording, as soon as possible, but in any event within 5 (five) Business Days following the date in which the corresponding registry is issued, and a testimony of the ratification of this Agreement.

(c) El Deudor Prendario en este acto conviene y se obliga a (i) presentar para su registro en el (los) expediente(s) correspondiente(s) a la Propiedad Intelectual de la(los) cual(es) es propietario y/o titular a esta fecha, el presente Contrato (junto con una lista de dicha Propiedad Intelectual) ante el IMPI, tan pronto como sea posible, pero en todo caso dentro de los 10 (diez) Días Hábiles siguientes a la fecha de su ratificación, así como a proporcionar evidencia por escrito al Acreedor Prendario de dicha presentación dentro de dicho plazo, y (ii) entregar al Acreedor Prendario, dentro de los 5 (cinco) Días Hábiles siguientes a la fecha en la que se obtenga el registro correspondiente, evidencia por escrito, que demuestre que este Contrato ha sido propia y oportunamente registrado en el(los) expediente(s) correspondiente(s) a la Propiedad Intelectual de la cual sean propietarios y/o titulares a esta fecha ante el IMPI; en el entendido de que, en caso de que el Deudor Prendario adquiera la propiedad y/o titularidad de cualquier Propiedad Intelectual con posterioridad a esta fecha, el Deudor Prendario deberá: (i) dentro de los 10 (diez) Días Hábiles

(c) The Pledgor hereby agrees and shall have the obligation to (i) file for recording in the corresponding file(s) the Intellectual Property which they own and/or to which they hold title as of this date, this Agreement (along with a list of such Intellectual Property) before the IMPI, as soon as possible, but any event within the 10 (ten) Business Days following the date of the ratification thereof, as well as provide proof in writing to the Pledgee of such filing within such term, and (ii) deliver the Pledgee, within 5 (five) Business Days following the date in which the corresponding registry is issued, proof in writing, showing that this Agreement has been appropriately and timely recorded in the corresponding file(s) of the Intellectual Property which they own and/or to which they hold title before the IMPI; in the understanding that, in case that the Pledgor acquires the ownership and/or holds title to any Intellectual Property after this date, the Pledgor shall: (i) within the 10 (ten) Business Days following the date on which they own and/or hold title to such Intellectual Property, file for recording in the corresponding

siguientes a la fecha en que sea propietario y/o titular de dicha Propiedad Intelectual, presentar para su registro en el(los) expediente(s) correspondiente(s), el presente Contrato o un convenio modificatorio que al efecto se celebre (junto con una lista de la Propiedad Intelectual adquirida) ante el IMPI, así como a proporcionar evidencia por escrito al Acreedor Prendario de dicha presentación dentro de dicho plazo, y (ii) dentro de los 30 (treinta) Días Hábiles siguientes a la fecha en que sea propietario y/o titular de dicha Propiedad Intelectual, entregar al Acreedor Prendario, evidencia por escrito, que demuestre que este Contrato ha sido propia y oportunamente registrado en el(los) expediente(s) correspondiente(s) a dicha Propiedad Intelectual ante el IMPI.

file(s), this Agreement or any amendment to be entered into (along with a list of the acquired Intellectual Property) before the IMPI, as well as to provide proof in writing to the Pledgee of such filing within such term, and (ii) within the 30 (thirty) Business Days following the date on which they own and/or hold title to such Intellectual Property, deliver the Pledgee, proof in writing, showing that this Agreement has been appropriately and timely recorded in the corresponding file(s) of such Intellectual Property before the IMPI.

TERCERA. PRENDA CONTINUA; INDIVISIBILIDAD Y VIGENCIA.

THIRD. CONTINUING PLEDGE; INDIVISIBILITY AND TERM

(a) La Prenda constituida conforme a este Contrato constituye una garantía continua, y permanecerá en pleno vigor y efecto hasta que todas y cada una de las Obligaciones Garantizadas hayan sido legal, debida y puntualmente satisfechas, cumplidas, pagadas e irreversiblemente liquidadas en su totalidad a satisfacción del Acreedor Prendario; será vinculante para el Deudor Prendario, y sus respectivos causahabientes y cesionarios permitidos; y redundará en beneficio de y será ejecutable por el Acreedor Prendario, y sus causahabientes y cesionarios permitidos. El presente Contrato terminará y la Prenda dejará de existir, será terminada y liberada una vez que las Obligaciones Garantizadas sean pagadas en su totalidad, a satisfacción del Acreedor Prendario.

(a) The Pledge created under this Agreement constitutes a continuing pledge and shall remain in full force and effect until all Secured Obligations have been duly and legally fulfilled, complied and paid in their totality, at the satisfaction of the Pledgee; shall be binding to the Pledgor and its respective successors and permitted assignees; and to the benefit of, and be enforceable by the Pledgee and its respective successors and permitted assignees. This Agreement shall terminate, and the Pledge shall cease, terminate and be released upon the full payment of all Secured Obligations, to the satisfaction of the Pledgee.

(b) Tan pronto y como sea posible, una vez que las Obligaciones Garantizadas hayan sido debida y puntualmente pagadas, satisfechas y cumplidas en su totalidad, el Acreedor Prendario deberá entregar al Deudor Prendario, una notificación de terminación en términos sustancialmente similares al documento que se agrega al presente Contrato como **Anexo "E"** (la "Notificación de Terminación").

(b) Promptly following the date on which the Secured Obligations have been duly and timely paid, fulfilled and complied in their totality, the Pledgee shall deliver the Pledgor a notice of termination in terms substantially similar to the document attached to this Agreement as **Exhibit "E"** (the "Notice of Termination").

Una vez entregada la Notificación de Terminación, el Acreedor Prendario deberá celebrar y entregar cualesquier contratos, acuerdos documentos e instrumentos, y llevar a cabo todas aquellas acciones, para evidenciar la terminación y liberación de la Prenda, según sea razonablemente solicitado por el Deudor Prendario, incluyendo de manera enunciativa más no limitativa, un convenio de terminación del presente Contrato. Cualesquiera costo, honorario, derecho y gasto derivado de cualquier acción o documento realizado o entregado conforme a este inciso (b) o para la terminación y liberación de la Prenda será a cargo y cuenta exclusiva del Deudor Prendario.

Upon delivery of the Termination Notice, the Pledgee shall execute and deliver any agreements, documents and instruments, and shall take all such other actions, to evidence the termination and release of the Pledge, as reasonably requested by the Pledgor, including but not limited to a termination agreement relating to this Agreement. Any cost, fee, right and expense derived from any action or document performed or delivered under this paragraph (b) or for the termination and release of the Pledge shall be borne exclusively by the Pledgor.

CUARTA. OBLIGACIONES DEL DEUDOR PRENDARIO.

FOURTH. OBLIGATIONS OF THE PLEDGOR.

Durante la vigencia del presente Contrato y de acuerdo a lo establecido en el mismo, y de conformidad con la Ley Aplicable, el Deudor Prendario deberá, salvo autorización previa, expresa y por escrito del Acreedor Prendario:

During the term of this Agreement and pursuant to the terms contained herein and into Applicable Law, the Pledgor shall, except with the prior express written consent of the Pledgee:

(a) Defender la titularidad y derecho del Acreedor Prendario sobre los Bienes Pignorados en contra de las reclamaciones y demandas de cualquier Persona distinta al Acreedor Prendario;

(a) Defend the title and right of the Pledgee over the Pledged Assets against any claims and suits of any Person different from the Pledgee;

(b) Excepto por lo previsto en el Contrato de Financiamiento, no constituir, incurrir, asumir o permitir la existencia de cualquier Gravamen, garantía u opción en favor de, o cualquier reclamación de cualquier Persona en relación con, cualquiera de los Bienes Pignorados, que actualmente sean propiedad del Deudor Prendario o que el Deudor Prendario adquiera en el futuro, excepto por la Prenda u otros Gravámenes creados u otorgados en favor o para el beneficio del Acreedor Prendario expresamente permitidos conforme a los mismos;

(b) Except as provided in the Financing Agreement, not to create, incur, assume or allow the existence of any Lien, guaranty or option in favor of, or any claim of any Person in relation to, any of the Pledged Assets, that are currently owned by the Pledgor or that the Pledgor may acquire in the future, except for the Pledge or other Liens created or granted in favor or for the benefit of the Pledgee by those expressly permitted pursuant thereto;

(c) Excepto por lo previsto en el Contrato de Financiamiento, no vender, transmitir, ceder, licenciar, entregar, afectar en fideicomiso, otorgar en prenda, otorgar en usufructo o de cualquier otra forma disponer de, u otorgar cualquier opción con respecto a los Bienes

(c) Except as provided in the Financing Agreement, not so sell, transfer, assign, license, deliver, contribute into a trust, grant in pledge, grant in usufruct or in any other way dispose of, or grant any option with respect to the Pledged

Pignorados, sin el consentimiento previo y por escrito del Acreedor Prendario;

(d) Celebrar y entregar al Acreedor Prendario aquellos documentos que sean necesarios de conformidad con lo establecido en el presente Contrato y llevar a cabo cualquier acción que sea necesaria en relación con la Prenda, a efecto de proteger y mantener la Prenda y proteger y preservar los Bienes Pignorados, así como pagar todos los costos y gastos que se deriven de o en relación con lo anterior; y

(e) Pagar todos y cada uno de los impuestos, contribuciones, imposiciones y cualesquier otras cargas de cualquier naturaleza que sean determinadas, cobradas o impuestas sobre o en relación con los Bienes Pignorados.

El Deudor Prendario en este acto expresa e irrevocablemente acuerda mantener la Prenda en favor del Acreedor Prendario, sobre la totalidad de los Bienes Pignorados y en este acto renuncia incondicional, expresa e irrevocablemente a ejercer todos y cada uno de los derechos previstos en el Artículo 358 de la Ley, sin el previo consentimiento por escrito del Acreedor Prendario.

QUINTA. USO DE LOS BIENES PIGNORADOS; INSPECCIÓN

De conformidad con lo dispuesto por el Artículo 356 de la Ley, y en la medida en que el Acreedor Prendario no haya entregado un Aviso de Incumplimiento al Deudor Prendario, el Deudor Prendario tendrá el derecho de: (i) usar los Bienes Pignorados, en todo o en parte, en el curso ordinario de sus negocios y según su naturaleza; (ii) transmitir o de cualquier otra forma disponer de los Bienes Pignorados en el curso ordinario de sus negocios y de manera consistente de conformidad con lo permitido en el Contrato de Financiamiento (cada una, una "Transmisión Permitida") y, al momento de realizar cualquier Transmisión Permitida, la Prenda sobre la parte de los Bienes Pignorados que sean transmitidos cesará y se liberará automáticamente, en el entendido, sin embargo, que los bienes o productos que el Deudor Prendario reciba o tenga derecho a recibir en

Assets, without the prior written consent of the Pledgee;

(d) Execute and deliver to the Pledgee those necessary documents in accordance with this Agreement, and carry out any action that may be necessary in relation to the Pledge, in order to protect and maintain the Pledge and protect and preserve the Pledges Assets, as well as to pay all the costs and expenses arising from or in relation to the foregoing; and

(e) pay each and all the taxes, contributions, assessments and any other encumbrances of any nature that may be determined, collected or assessed over or in relation to the Pledged Assets.

The Pledgor hereby expressly and irrevocably agrees to maintain the Pledge in favor of the Pledgee, over the totality of the Pledged Assets and hereby unconditionally, expressly and irrevocably waive the exercise of each and all the rights set forth in Articles 358 of the Law, without the prior written consent of the Pledgee.

FIFTH. USE OF THE PLEDGED ASSETS; INSPECTION

Pursuant to the provisions set forth in Article 356 of the Law, and to the extent that the Pledgee had not delivered a Notice of Default to the Pledgor, the Pledgor shall have the right to: (i) use the Pledged Assets, totally or partially, in the ordinary course of their business and pursuant to their nature; (ii) transfer or in any other way dispose of the Pledged Assets in the ordinary course of their business and in a consistent manner to the extent permitted by the Financing Agreement (each, a "Permitted Transfer") and, at the time of carrying out any Permitted Transfer, the Pledge over the part of the Pledged Assets that are transferred shall cease and be automatically released, in the understanding, however, that the assets or products of the Pledgor receives or has the right to receive in payment or consideration for such Permitted Transfer shall be automatically subject to the

pago o contraprestación por dicha Transmisión Permitida quedarán automáticamente sujetos a la Prenda y formarán parte integrante de los Bienes Pignorados conforme a lo previsto en este Contrato; y (iii) cobrar y recibir todos y cada uno de los pagos, distribuciones o cualesquier otras cantidades derivadas de o con relación a los Bienes Pignorados y usar los productos de cualquier Transmisión Permitida de los Bienes Pignorados en el curso ordinario de sus negocios, en cada caso, sólo en la medida en que cualesquiera de dichas acciones no resulte (o no pudiera razonablemente esperarse que resulte) en un incumplimiento de, o en conflicto con, este Contrato o el Contrato de Financiamiento.

Pledge and form integral part of the Pledged Assets pursuant to the provisions set forth in this Agreement; and (iii) collect and receive each and all the payments, distributions or any other amounts arising from or in relation to the Pledged Assets and use the products of any Permitted Transfer of the Pledged Assets in the ordinary course of its business, in each case, only to the extent that any of such acts do not result (or may not be reasonably expected to result) in a default to, or be in conflict with, this Agreement or the Financing Agreement.

De conformidad con lo dispuesto por el Artículo 362 de la Ley, el Acreedor Prendario, sus agentes y representantes tendrán el derecho en cualquier momento y de tiempo en tiempo mediante notificación por escrito al Deudor Prendario con por lo menos 3 (tres) Días Hábiles de anticipación (salvo en casos de emergencia o que exista un Evento de Incumplimiento, en cuyo caso no se requerirá dicho aviso previo), de inspeccionar los Bienes Pignorados y cualquier otra información del Deudor Prendario respecto de o en relación con los Bienes Pignorados, en cada caso, sin obstaculizar o retrasar las operaciones del Deudor Prendario. El Deudor Prendario deberá cooperar con el Acreedor Prendario y con sus agentes y representantes en la realización de dichas visitas e inspecciones.

Pursuant to the provisions set forth in Article 362 of the Law, the Pledgee, its agents and representatives shall have the right at any time and from time to time by means of written notice to the Pledgor with at least 3 (three) Business Days of anticipation (except in case of emergency or upon the existence of an Event of Default, in which case such prior notice shall not be required), to inspect the Pledged Assets and any other information of the Pledgor with respect to or in relation to the Pledged Assets, in each case, without impeding or delaying the operations of the Pledgor. The Pledgor shall cooperate with the Pledgee and with its agents and representatives in carrying out such visits and inspections.

SEXTA. POSESIÓN Y CONSERVACIÓN DE LOS BIENES PIGNORADOS

SIXTH. POSSESSION AND CONSERVATION OF THE PLEDGED SHARES

El Deudor Prendario deberá mantener la posesión de los Bienes Pignorados en todo momento, de conformidad con lo establecido en el artículo 346 de la Ley y será sujeto a todas las obligaciones y responsabilidades establecidas en los artículos 361 y 380 de la Ley.

The Pledgor shall maintain material possession of the Pledged Assets pursuant to the terms of article 346 of the Law and shall be subject to all the obligations and responsibilities set forth in Articles 361 and 380 of the Law.

Según sea aplicable el Deudor Prendario deberá mantener los Bienes Pignorados en buenas condiciones físicas y de operación y deberán realizar todas las sustituciones y reparaciones necesarias a efecto de mantener y conservar el

As may be applicable the Pledgor shall maintains the Pledged Assets in good physical and operational conditions and shall carry out all the necessary replacements and repairs in order to maintain and conserve the value and operative

valor y la eficiencia operativa de los mismos, excepto por el desgaste causado por el uso ordinario. En el momento en que el Acreedor Prendario entregue al Deudor Prendario un Aviso de Incumplimiento, todos los derechos del Deudor Prendario automáticamente terminarán, y el Acreedor Prendario podrá seguir el procedimiento de ejecución previsto en la Cláusula Octava del presente Contrato.

efficiency thereof, normal wear and tear excepted for ordinary use. At the time in which the Pledgee delivers the Pledgor a Notice of Default, all the rights of the Pledgor shall automatically terminate, and the Pledgee may follow the enforcement procedure set forth in Clause Eight of this Agreement.

Las Partes en este acto convienen que: (i) los Bienes Pignorados deberán estar ubicados en el lugar donde sea necesario y/o conveniente para que el Deudor Prendario lleve a cabo sus actividades en el curso ordinario de sus negocios; (ii) como contraprestación por cualquier Transmisión Permitida de cualquiera de los Bienes Pignorados, el Deudor Prendario deberá recibir por lo menos el valor de mercado de dichos Bienes Pignorados; (iii) el Deudor Prendario solamente podrá realizar Transmisiones Permitidas de conformidad con los términos y sujeto a las condiciones previstas en el presente Contrato; and (iv) los bienes o derechos recibidos por el Deudor Prendario como pago por dichas Transmisiones Permitidas formarán parte de los Bienes Pignorados.

The parties hereby agree that: (i) the Pledged Assets shall be located at the place that may be necessary and/or convenient for the Pledgor to carry out its activities in the ordinary course of their business; (ii) as consideration for any Permitted Transfer of any of the Pledged Assets, the Pledgor shall receive no less than the market value of such Pledged Assets; (iii) the Pledgor may only make Permitted Transfers pursuant to the terms and subject to the conditions set forth in this Agreement; and (iv) the assets or rights received by the Pledgor as payment for such Permitted Transfers shall form part of the Pledged Assets.

SÉPTIMA. POSESIÓN Y CONSERVACIÓN DE LOS BIENES PIGNORADOS

SEVENTH. POSSESSION AND CONSERVATION OF THE PLEDGED SHARES

Al momento en que el Acreedor Prendario entregue al Deudor Prendario un Aviso de Incumplimiento: (i) todos y cada uno de los derechos del Deudor Prendario conforme a la Cláusula Quinta terminarán automáticamente; (ii) todos y cada uno de los derechos relacionados o derivados de los Bienes Pignorados serán exclusiva y subsecuentemente ejercitados por el Acreedor Prendario; y (iii) en este acto el Deudor Prendario autoriza expresa e irrevocablemente al Acreedor Prendario a ejecutar los Bienes Pignorados conforme a lo dispuesto en la Cláusula Octava del presente Contrato, y a ejercer sus derechos de cualquier otra manera según lo establezca la Ley o el Código de Comercio.

At the time that the Pledgee may deliver the Pledgor a Notice of Default: (i) each and all of the rights of the Pledgor pursuant to Fifth Clause shall automatically terminates; (ii) each and all of the rights related to or arising from the Pledged Assets shall be exclusively and subsequently exercised by the Pledgee; and (iii) hereby the Pledgor expressly and irrevocably authorizes the Pledgee to execute the Pledged Assets pursuant to the provisions set forth in Clause Eight of this Agreement, and to exercise its rights in any other way pursuant to the provisions set forth in the Law or the Commerce Code.

El Deudor Prendario deberá notificar por escrito al Acreedor Prendario, tan pronto como sea posible, pero en todo caso en el plazo establecido en el Contrato de Financiamiento.

The Pledgor shall notify the Pledgee in writing, as soon as possible, but in any event within the time provided under the Financing Agreement.

OCTAVA. PROCEDIMIENTO DE EJECUCIÓN

EIGHT. ENFORCEMENT PROCEDURE

(a) El Deudor Prendario en este acto expresa e irrevocablemente autoriza al Acreedor Prendario para que en el momento en que el Acreedor Prendario entregue al Deudor Prendario un aviso (dicho aviso un "Aviso de Incumplimiento") en términos sustancialmente similares al formato adjunto a este Contrato como **Anexo "F"** en el que certifique que un Evento de Incumplimiento ha ocurrido y continúa, y mientras el Evento de Incumplimiento correspondiente continúe, el Acreedor Prendario inicie la ejecución de los Bienes Pignorados de conformidad con lo previsto en la presente Cláusula. Cualquier Aviso de Incumplimiento deberá ser entregado al Deudor Prendario en el domicilio al Deudor Prendario que se indica en la Cláusula Décimo Tercera del presente Contrato.

(a) The Pledgor hereby expressly and irrevocably authorize the Pledgee so that at the time in which the Pledgee delivers the Pledgor a notice (such notice a "Notice of Default") in terms substantially similar to the form attached to this Agreement as **Exhibit "F"** that certifies that an Event of Default has occurred and is continuing, and so long as the related Event of Default continues, the Pledgee may commence the seizure of the Pledged Assets pursuant to the provisions set forth in this Clause. Any Notice of Default shall be delivered to the Pledgor at its domicile set forth in Thirteenth Clause of this Agreement.

(b) [Reservado]

(b) [Reserved].

(c) En caso de que el Deudor Prendario no subsane el Evento de Incumplimiento dentro del plazo para subsanar establecido en la Sección 9.02 del Contrato de Financiamiento: (i) el Deudor Prendario contará con un plazo de 3 (tres) Días Hábiles contados a partir de la terminación del plazo, para entregar físicamente y/o poner a disposición del Acreedor Prendario (o de la Persona que éste designe para tales efectos) todos y cada uno de los Bienes Pignorados, ante la presencia de un fedatario público mexicano, quién será el encargado de preparar el inventario pormenorizado de los Bienes Pignorados entregados o puestos a disposición; lo anterior, sin perjuicio de los derechos del Acreedor Prendario conforme al Artículo 1414 bis 3 del Código de Comercio; y (ii) el Acreedor Prendario tendrá el derecho de ejecutar los Bienes Pignorados, y comenzar un procedimiento de ejecución extrajudicial o judicial, según sea el caso, conforme a las disposiciones aplicables contenidas en el Libro V, Título III Bis, Capítulos I y/o II, según sea el

(c) In the event that the Pledgor does not cure the Event of Default within any applicable cure period provided under Section 9.02 of the Financing Agreement: (i) the Pledgor shall have a term of 3 (three) Business Days counting as of the expiration of the term, to physically deliver and/or place at the disposal of the Pledgee (or the Person it may appoint for such purposes) each and all of the Pledged Assets, before the presence of a Mexican public notary, who shall be in charge or preparing the detailed inventory of the delivered or placed at disposal Pledged Assets; the foregoing, notwithstanding the rights of the Pledgee pursuant to Article 1414 bis 3 of the Commerce Code; and (ii) the Pledgee shall have the right to seize the Pledged Assets, and commence a judicial or extrajudicial attachment procedure, as applicable, pursuant to the applicable provisions set forth in Book V, Title III Bis, Chapters I and/or II, as applicable, of the Commerce Code, with the purpose of obtaining the payment of the Secured Obligations and

caso, del Código de Comercio, con el propósito de obtener el pago de las Obligaciones Garantizadas y obtener la entrega física de los Bienes Pignorados a través de cualquiera de dichos procedimientos.

obtain the physical delivery of the Pledged Assets through any of such procedures.

(d) De conformidad con lo dispuesto por el Artículo 1414 bis y 1414 bis 17 del Código de Comercio y el Artículo 363 de la Ley, las Partes en este acto convienen que para efectos de valuar los Bienes Pignorados, el Deudor Prendario en este acto autoriza expresa e irrevocablemente al Acreedor Prendario, para que, a costo exclusivo del Deudor Prendario, se obtenga un avalúo de los Bienes Pignorados elaborado por la institución de crédito mexicana o firma valuadora autorizada de reconocido prestigio en México que para tales efectos designe el Acreedor Prendario.

(d) Pursuant to the provisions set forth in Article 1414 bis and 1414 bis 17 of the Commerce Code and Article 363 of the Law, the Parties hereby agree that for purposes of appraising the Pledged Assets, the Pledgor hereby expressly and irrevocably authorizes the Pledgee, so that, at the cost of the Pledgor, an appraisal of the Pledged Assets may be obtained prepared by the Mexican credit institution or authorized appraising firm of acknowledged prestige in Mexico that the Pledge may appoint for such purposes.

(e) De conformidad con la legislación aplicable, el Deudor Prendario, previa solicitud por escrito del Acreedor Prendario, se obliga a llevar a cabo o causar que se lleven a cabo, todos los actos y/o iniciar todos y cada uno de los procedimientos que sean razonablemente necesarios o convenientes, a la discreción razonable del Acreedor Prendario, para facilitar la ejecución y transmisión de los Bienes Pignorados. El Deudor Prendario conviene asimismo en llevar a cabo o causar que se lleven a cabo cualesquiera otros actos que sean necesarios o convenientes para expeditar la venta o ventas totales o parciales de los Bienes Pignorados, y para firmar y entregar cualesquier documentos y tomar cualquier otra acción que el Acreedor Prendario estime razonablemente necesaria o conveniente a efecto de que dicha venta o ventas se hagan conforme a la ley aplicable, incluyendo, sin limitación alguna, obtener o asistir al Acreedor Prendario o a cualquier Persona que este último le indique, para que obtenga, cualquier autorización de cualquier Autoridad Gubernamental para dicha venta o ventas.

(e) In accordance with the applicable legislation, the Pledgor, prior written request of the Pledgee, hereby agrees to carry out or cause to be carried out, all the acts and/or commence each and all the procedures that are reasonably necessary or convenient, at the reasonable discretion of the Pledgee, to facilitate the seizure and transfer of the Pledged Assets. The Pledgor hereby also agrees to carry out or cause to be carried out any other acts that are necessary or convenient to expedite the total or partial sale or sales of the Pledged Assets, and to execute and deliver any documents and take any other action that the Pledgee may deem reasonably necessary or convenient in order for such sale or sales to be made pursuant to the applicable law, including without limitation, obtaining or assisting the Pledgee or any Person that the latter may indicate, in order to obtain, any authorization from any Governmental Authority for such sale or sales.

(f) En virtud de que las Obligaciones Garantizadas pueden consistir, en parte, en obligaciones monetarias denominadas en Dólares y pagaderas fuera de México, para realizar el pago de dichas Obligaciones Garantizadas denominadas en Dólares, las

(f) By virtue that the Secured Obligations may consist, partly, in monetary obligations denominated in Dollars and payable outside of Mexico, to make the payment of such Secured Obligations denominated in Dollars, the amounts in Pesos that result necessary and that

cantidades en Pesos que resulten necesarias y que reciba el Acreedor Prendario serán convertidas a Dólares mediante una operación cambiaria con la institución financiera que designe el Acreedor Prendario y la divisa que se haya obtenido de dicha conversión será aplicada por el Acreedor Prendario al pago de las Obligaciones Garantizadas.

the Pledgee may receive shall: (i) be converted into Dollars by means of a currency exchange operation with the financial institution appointed by the Pledgee and the currency that had been obtained from such conversion shall be applied by the Pledgee to the payment of the Secured Obligations.

NOVENA. INDEMNIZACIÓN

El Deudor Prendario conviene en y se obliga a indemnizar, rembolsar y sacar en paz y a salvo al Acreedor Prendario y a sus sucesores, cesionarios, consejeros, funcionarios, empleados y agentes (los cuales serán referidos en esta Cláusula individualmente como "Parte Indemnizada" y conjuntamente como "Partes Indemnizadas") de cualesquiera responsabilidades, obligaciones, pérdidas, daños, perjuicios, penas, reclamaciones, demandas, acciones, juicios y sentencias y todos y cada uno de los costos y gastos razonables (incluyendo honorarios y gastos razonables y documentados de abogados) de cualquier clase o naturaleza, que fueren impuestos, atribuidos o incurridos por cualquiera de las Partes Indemnizadas en alguna forma relacionadas o derivadas de la celebración o cumplimiento del presente Contrato, el incumplimiento por parte del Deudor Prendario del presente Contrato, o relacionadas de cualquier forma con la Prenda que se constituye conforme al mismo y/o los Bienes Pignorados de conformidad con lo establecido en el Contrato de Financiamiento; estableciéndose, sin embargo, que ninguna de las Partes Indemnizadas deberá ser indemnizada de conformidad con la presente por costos, gastos, pérdidas, daños, perjuicios o responsabilidades si éstos fueron causados por su negligencia grave, dolo, actos ilegales intencionales, fraude o mala fe, según sea determinado por una sentencia o resolución inapelable de un tribunal competente. El Deudor Prendario conviene que, contra la entrega de una notificación por escrito acompañada de la documentación que acredite dicha indemnización, de cualquier Parte Indemnizada de la determinación de dicho costo, gasto, pérdida, daño o perjuicio, el Deudor Prendario asumirá completa responsabilidad de la defensa de los mismos. Cada Parte

NINTH. INDEMNIFICATION

The Pledgor hereby agrees to and shall have the obligation to indemnify, reimburse and hold the Pledgee safe and harmless, and its successors, assignees, board members, officers, employees and agents (which shall be referred to in this Clause individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from any liabilities, obligations, losses, damages, loss of profit, penalties, claims, suits, actions, trials and judicial resolutions and each and all of the reasonable costs and expenses (including reasonable and documented attorney´s fees and expenses) of any kind or nature, that were imposed, attributable or incurred by any of the Indemnified Parties in any way related or arising from the execution and delivery of this Agreement, the default by the Pledgor to this Agreement, or related in any way to the Pledge created pursuant thereto and/or the Pledged Assets in accordance with the Financing Agreement; establishing, however, that none of the Indemnified Parties shall be indemnified pursuant to this clause for costs, expenses, losses, damages, loss of profit or liabilities if these were caused due to their gross negligence, fraud, willful misconduct or bad faith, as may be determined by a judicial resolution or final resolution of a competent court. The Pledgor hereby agrees that against the delivery of a written notice together with the documentation proving said compensation from any Indemnified Party of the determination of such cost, expense, loss, damage or loss of profit, the Pledgor shall assume full liability of the defense thereof. Each Indemnified Party hereby agrees to make its best effort to notify the best timely manner to the Pledgor over such determination of which the Indemnified Party had knowledge.

Indemnizada conviene en hacer su mejor esfuerzo para notificar de la manera más oportuna al Deudor Prendario sobre dicha determinación de la que la Parte Indemnizada tenga conocimiento.

Sin limitar el alcance de esta Cláusula, el Deudor Prendario conviene en pagar o reembolsar al Acreedor Prendario, cualesquiera y todos los honorarios, costos y gastos razonables y documentados de cualquier clase o naturaleza, incurridos en relación con la creación, preservación y protección de la Prenda sobre los Bienes Pignorados, *incluyendo*, *sin limitación*, todos los gastos e impuestos que sean legalmente requeridos en relación con el registro, inscripción o presentación de instrumentos y documentos en oficinas gubernamentales, así como el pago o extinción de cualesquiera impuestos o gravámenes sobre o en relación con los Bienes Pignorados.

Cualesquiera montos pagados por cualquier Parte Indemnizada sobre los cuales dicha Parte Indemnizada tenga derecho a ser rembolsada constituirán Obligaciones Garantizadas conforme al presente Contrato, independientemente de que se hayan liquidado las demás Obligaciones Garantizadas.

DÉCIMA. GASTOS E IMPUESTOS

Todos los gastos, costos, impuestos, comisiones y honorarios que surjan de la elaboración, celebración y registro del presente Contrato, y por cualquier modificación propuesta o actual al mismo, así como por cualquier acto o documento que conforme al presente Contrato se deba llevar a cabo, elaborar, suscribir o notificar, incluyendo sin limitación, los honorarios razonables del notario público y los gastos de registro, los honorarios y desembolsos de los asesores legales del Acreedor Prendario, y todos y cada uno de los costos y gastos incurridos por el Acreedor Prendario, en el cumplimiento de sus obligaciones o, en el ejercicio de sus derechos de conformidad con el presente Contrato, incluyendo sin limitar los incurridos con relación a cualquier procedimiento de ejecución, deberán

Without limitation to the scope of this Clause, the Pledgor hereby agrees to pay or reimburse the Pledgee, any and all reasonable and documented fees, costs and expenses of any kind or nature, incurred in relation to the creation, preservation and protection of the Pledge over the Pledged Assets, *including without limitation*, all the expenses and taxes that are legally required in relation to the registration, recording or filing of instruments and documents before governmental offices, as well as the payment or extinction of any taxes or liens over or in relation to the Pledged Assets.

Any amounts paid by any Indemnified Party over which such Indemnified Party has the right to be reimbursed shall constitute Secured Obligations pursuant to this Agreement, regardless the payment of the other Secured Obligations.

TENTH. COSTS AND TAXES

All the expenses, costs, taxes, commissions and fees that may arise from the elaboration, execution and recording of this Agreement, and for any proposed or current amendment thereto, as well as for any act or document that pursuant to this Agreement shall be carried out, elaborated, executed or notified, including without limitation, the reasonable fees of the notary public and the expenses for recording, the fees and disbursements of the legal advisors of the Pledgee, and each and all the costs and expenses incurred by the Pledgee, in the performance of its obligations or, in the exercise of its rights pursuant to this Agreement, including without limitations those related with any seizure procedure, shall be exclusively and fully covered by the Pledgor.

ser cubiertos exclusiva y totalmente por el Deudor Prendario.

Cualesquiera montos que deban ser pagados al Acreedor Prendario por el Deudor Prendario con motivo de cualesquier gastos, costos e impuestos en términos de lo establecido en el presente Contrato, constituirán Obligaciones Garantizadas conforme al presente Contrato.

Any amounts that shall be paid to the Pledgee by the Pledgor by reason of any expenses, costs and taxes pursuant to the terms set forth in this Agreement, shall constitute Secured Obligations pursuant to this Agreement.

DÉCIMA PRIMERA. CESIÓN

El Acreedor Prendario podrá, ceder y transmitir, en todo o en parte, sus derechos y obligaciones derivados de este Contrato mediante notificación por escrito al Deudor Prendario, pero sin requerir el consentimiento previo del Deudor Prendario.

El Deudor Prendario no podrá ceder o de cualquier otra forma transmitir sus respectivos derechos y obligaciones derivados de este Contrato a tercero alguno sin el consentimiento previo y por escrito del Acreedor Prendario.

ELEVENTH. ASSIGNMENT

The Pledgee may, assign and transfer, totally or partially, its rights and obligations derived from this Agreement by means of written notice to the Pledgor, but without requiring the previous consent of the Pledgor.

The Pledgor may not assign or in any way transfer its respective rights and obligations derived from this Agreement to a third party without the prior written consent of the Pledgee.

DÉCIMA SEGUNDA. MODIFICACIONES

Este Contrato no podrá ser modificado, suplementado, renunciado o de alguna otra manera modificado excepto mediante acuerdo firmado por todas las Partes, en el entendido de que cualquier modificación o complemento a este Contrato deberá ser ratificado ante notario público.

TWELTH. AMEDMENTS

This Agreement may not be modified, supplemented, waived or otherwise amended except by signed agreement of all Parties, provided that any amendment or supplement to this Agreement must be ratified before a notary public.

DÉCIMA TERCERA. NOTIFICACIONES A LAS PARTES.

Salvo previo cuerdo por escrito en contrario, cualesquier notificación, reclamo, solicitud, demanda, consentimiento, aprobación, designación, dirección, instrucción, certificado, reporte o cualesquier otra comunicación a ser entregada conforme al presente Contrato, deberá ser por escrito, y se entenderá entregada cuando (i) sea entregada personalmente, o (ii) enviada por servicio de mensajería reconocido internacionalmente, o (iii) vía correo electrónico, seguido por mensajería especializada o entrega personal, con acuse de recibo, en cada caso en atención a la Parte correspondiente a la dirección

THIRTEENTH. NOTICES TO PARTIES.

Except as otherwise previously agreed in writing, any notice, claim, demand, request, demand, consent, approval, designation, direction, instruction, certificate, report or other communication to be given under this Agreement shall be in writing, and shall be deemed to be given when (i) delivered personally, or (ii) sent by internationally recognized courier service, or (iii) by email, followed by specialized courier service or personal delivery, return receipt requested, in each case to the attention of the relevant party to the mailing address or electronic address set forth below or to such other mailing address or electronic

postal o correo electrónico que se indica a continuación o a cualesquier otra dirección postal o correo electrónico que pudiera llegar a notificar la Parte relevante a la otra Parte:

Deudor Prendario:

Dirección: Av. Marina Nacional 60, Tacuba, Miguel Hidalgo, 11400, Ciudad de México, México.
Atención: Eduardo Alberto Rodríguez Rached y Diana Patricia Abril
Teléfono: +52 55 4349 4012
Correo electrónico: eduardo.rodriguez@agilethought.com y diana.abril@agilethought.com

Acreedor Prendario:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, NY 10155
Correo electrónico: BlueTorchAgency@alterdomus.com

Con copia para:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: + 1 (469) 709-1839
Correo electrónico: bluetorch.loanops@seic.com

La notificación de cambio de dirección para efectos de la presente Cláusula surtirá efectos al momento de su recepción. En caso de que cualquiera de las Partes modifique su dirección o cualquier otro dato deberá notificar a la otra Parte a más tardar 10 (diez) Días Hábiles posteriores a dicha modificación. De lo contrario, cualquier notificación realizada en la última dirección registrada del receptor se entenderá como válida y surtirá todos los efectos legales a que haya lugar.

address as may be notified by the relevant Party to the other Party:

Pledgor:

Address: Av. Marina Nacional 60, Tacuba, Miguel Hidalgo, 11400, Mexico City, Mexico.
Attention: Eduardo Alberto Rodríguez Rached and Diana Patricia Abril
Telephone: +52 55 4349 4012
E-mail: eduardo.rodriguez@agilethought.com and diana.abril@agilethought.com

Pledgee:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, NY 10155
E-mail: BlueTorchAgency@alterdomus.com

With a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

The notification of change of address for the purposes of this Clause shall be effective upon receipt. In the event that any of the Parties modifies its address or any other data, it shall notify the other Party no later than 10 (ten) Business Days after such modification. Otherwise, any notice given at the last registered address of the recipient shall be deemed valid and shall have all legal effects.

DÉCIMA CUARTA. ANEXOS Y ENCABEZADOS

Todos los Anexos y demás documentos que se adjuntan al presente Contrato o a los cuales se hace referencia en el mismo forman parte integrante de este Contrato como si a la letra se insertasen.

Los títulos y encabezados incluidos en este Contrato se utilizan únicamente con fines de conveniencia y no definirán, limitarán o describirán el alcance o la intención (o de cualquier otra manera afectarán la interpretación) de cualquier disposición del presente Contrato.

FOURTEENTH. EXHIBITS AND HEADINGS

All the Exhibits and other documents attached to this Agreement or to which reference is made therein form integral part of this Agreement as if literally inserted.

The titles and headings included in this Agreement are used only for purposes of convenience and shall not define, limit or describe the scope or the intent (or in any other way affect the interpretation) of any provision of this Agreement.

DÉCIMA QUINTA. INDEPENDENCIA DE DISPOSICIONES

De conformidad con lo dispuesto por el Artículo 365 de la Ley, si cualquier Cláusula del presente Contrato es declarada por autoridad competente como inválida, ilegal o inexigible, salvo por lo dispuesto por ley, la validez, legalidad y exigibilidad del resto de las Cláusulas del presente Contrato no se verán afectadas o limitadas en ninguna manera.

FIFTEENTH. SEVERABILITY

In accordance with Article 365 of the Law, if any Clause of this Agreement is declared by a competent authority to be invalid, illegal or unenforceable, except as provided by law, the validity, legality and enforceability of the remaining Clauses of this Agreement shall not be affected or limited in any way.

DÉCIMA SEXTA. LEY APLICABLE; JURISDICCIÓN.

Para todo lo relativo a la interpretación y cumplimiento del presente Contrato, las Partes en este acto se someten, de manera expresa e irrevocable, a las leyes aplicables de México, y a la jurisdicción de los tribunales del fuero local competentes de la Ciudad de México, y renuncian, de manera expresa e irrevocable, a cualquier otra jurisdicción que pudiere corresponderles en virtud de sus respectivos domicilios presentes o futuros, la ubicación de sus bienes o por cualquier otra razón.

SIXTEENTH. APPLICABLE LAW; JURISDICTION.

For all matters related to the interpretation and performance of this Agreement, the Parties hereby submit, expressly and irrevocably, to the applicable laws of Mexico, and to the jurisdiction of the local courts with jurisdiction of Mexico City, and expressly and irrevocably waive any other venue to which they may be entitled pursuant to their respective present or future addresses, the location of their property, or otherwise.

DÉCIMA SÉPTIMA. IDIOMA.

El presente Contrato es otorgado en idioma inglés y español; en el entendido, que, para todos los efectos legales, la versión en español será la que prevalezca.

SEVENTEENTH. LANGUAGE.

This Agreement is delivered both in the English and Spanish languages, in the understanding, that, for all legal effects the Spanish version shall prevail.

[*Signature pages follow*] [*Continúan hojas de firmas*]

EN VIRTUD DE LO ANTERIOR, las Partes suscriben el presente Contrato por medio de sus representantes, en la Ciudad de México, México, este 06 de enero de 2023.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through its representatives, in Mexico City, Mexico, on January 06, 2023.

EL DEUDOR PRENDARIO / THE PLEDGOR:

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

Por/By: _____
Nombre/ Name: Manuel Senderos Fernández
Cargo/Title: Representante Legal

EL ACREEDOR PRENDARIO / THE PLEDGEE:

BLUE TORCH FINANCE LLC

Por/By:_____
Nombre / Name: Alejandro Alfonso Sánchez Mújica Almada
Cargo / Title: Legal Representative

(Hoja de firmas Contrato de Prenda Sin Transmisión de Posesión / Signature pages of the Non-Possessory Pledge Agreement)

Anexo "A" / Exhibit "A"

Contrato de Financiamiento / Financing Agreement

[SE ADJUNTA POR SEPARADO / ATTACHED IN A SEPARATE PAGE]

Anexo "B" /Exhibit "B"

Poderes Deudor Prendario / Pledgor Powers of Attorney

Deudor Prendario / Pledgor	Poderes / Powers of Attorney
AgileThought Digital Solutions, S.A.P.I. de C.V.	Escritura pública número 98,002 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / Public deed number 98,002 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.

Anexo "C" /Exhibit "C"

Poderes Acreedor Prendario / Pledgee Powers of Attorney

Acreedor Prendario / Pledgee	**Poderes / Powers of Attorney**
Blue Torch Finance LLC	Escritura pública número 1,002 de fecha 29 de diciembre de 2022, otorgada ante la fe del licenciado Eduardo Manautou Roesch, Notario Público número 125 de Monterrey, Nuevo León, México. / *Public deed number 1,002 dated December 29, 2022, granted before the Notary Public Eduardo Manautou Roesch, Notary Public number 125 of Monterrey, Nuevo León, México.*

Anexo "D" / Exhibit "D"

Lista de Bienes Excluidos / List of Excluded Assets

Se entenderán por bienes excluidos: (a) Cualquiera de los derechos, títulos o intereses de dicho Deudor Prendario en cualquier arrendamiento, licencia, contrato o acuerdo del que dicho Deudor Prendario sea parte o cualquiera de sus derechos, títulos o intereses en virtud del mismo en la medida, pero sólo en la medida, en que dicho otorgamiento (i) diera lugar, en virtud de los términos expresos de dicho arrendamiento, licencia, contrato o acuerdo, a un incumplimiento de los términos de dicho arrendamiento, licencia, (ii) violaría cualquier Requisito de Ley aplicable al mismo (salvo en la medida en que cualquiera de las prohibiciones descritas en la cláusula a) anterior (1) haya sido objeto de renuncia o (2) quede sin efecto en virtud de las Secciones 9-406, 9-408, 9-409 del Código u otras disposiciones aplicables del Código de cualquier jurisdicción pertinente o cualquier otra ley aplicable (incluido el Código de Quiebras) o principios de equidad); siempre que (x) inmediatamente después de la ineficacia, caducidad, rescisión o renuncia de cualquiera de dichas disposiciones, la Garantía incluirá, y se considerará que dicho Deudor Prendario ha concedido una garantía real sobre, todos los derechos, títulos e intereses como si dicha disposición nunca hubiera estado en vigor y (y) la exclusión anterior no se interpretará en modo alguno de forma que limite, (y) la exclusión anterior no se interpretará en modo alguno de forma que limite, menoscabe o afecte de cualquier otro modo a la garantía real incondicional y continua del Acreedor Prendario de la Garantía sobre los derechos o intereses de un Deudor Prendario sobre el producto de dicha licencia, contrato o acuerdo, o sobre cualquier suma adeudada o que vaya a adeudarse en virtud de los mismos. (b) cualquier solicitud de marca estadounidense de intención de uso para la que no se haya presentado una enmienda para alegar el uso o una declaración de uso conforme a 15 U.S.C. § 1051(c) o 15 U.S.C. § 1051(d), respectivamente, o que, si se ha presentado, no se haya considerado conforme a 15 U.S.C. § 1051(a) o no haya sido	Excluded assets shall be understood to be: (a) Any of such Pledgor's right, title or interest in any lease, license, contract or agreement to which such Pledgor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant (i) would, under the express terms of such lease, license, contract or agreement result in a breach of the terms of, or constitute a default under, such lease, license, contract or agreement or (ii) violate any Requirement of Law applicable thereto (other than to the extent that any such prohibition described in clause a) above (1) has been waived or (2) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Code or other applicable provisions of the Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Pledgor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Pledgee's unconditional continuing security interest in and liens upon any rights or interests of the Pledgor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement. (b) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or

examinada y aceptada, respectivamente, por la Oficina de Patentes y Marcas de los Estados Unidos.	examined and accepted, respectively, by the United States Patent and Trademark Office.
(c) cualquier activo del Deudor Prendario en la medida en que se prevea razonablemente que la creación o perfeccionamiento o pignoración de dichos activos, o el interés de garantía sobre los mismos, tendría consecuencias fiscales adversas importantes para Holdings o cualquiera de sus Filiales, y	(c) any asset of the Pledgor to the extent that the creation or perfection or pledges of, or security interest in, such assets would reasonably be expected to result in material adverse tax consequences to Holdings or any of its Subsidiaries, and
(d) las Participaciones en el Capital de cualquier Filial de una Filial Extranjera.	(d) the Equity Interests in any Subsidiary of a Foreign Subsidiary.

Anexo “E” /Exhibit “E”

Notificación de Terminación / Notice of Termination

[FECHA] [DATE]

[*]
[Dirección]
Atención: [*]

[*]
[Address]
Attention: [*]

Hacemos referencia al Contrato de Prenda Sin Transmisión de Posesión de fecha [*] de [*] de [*] (según sea modificado y/o reexpresado de tiempo en tiempo, el "Contrato"), celebrado entre AgileThought Digital Solutions, S.A.P.I. de C.V., como deudor prendario (el "Deudor Prendario") and Blue Torch Finance LLC, como acreedor prendario (en dicho carácter, junto con sus sucesores y cesionarios en dicho carácter, el "Acreedor Prendario"). Los términos utilizados con mayúscula inicial en la presente y que no se encuentren definidos en la misma, tendrán el significado que se les atribuye en el Contrato.

We refer to the Non-Possessory Pledge Agreement dated as of [*], [*] (as amended and/or restated from time to time, the "Agreement"), made between AgileThought Digital Solutions, S.A.P.I. de C.V., as pledgor (the "Pledgor") and Blue Torch Finance LLC, as pledgee (in such capacity, together with their successors and assigns in such capacity, the "Pledgee"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Por medio de la presente Notificación de Terminación, el suscrito, en su capacidad de Acreedor Prendario de conformidad con el Contrato, en este acto confirma que todas las Obligaciones Garantizadas han sido satisfechas y pagadas en su totalidad, y por lo tanto en este acto conviene en que el Contrato se termine.

By means of this Notice of Termination, the undersigned, in its capacity as Pledgee pursuant to the Agreement, hereby confirms that all the Secured Obligations have been fully complied and paid, and therefore it hereby agrees to the termination of this Agreement.

Atentamente,

Por: _____
Nombre: [_____]
Cargo: Apoderado Especial

Sincerely,

By: _____
Name: [_____]
Position: Special Attorney-in-fact

Anexo “F” /Exhibit “F”

Aviso de Incumplimiento / Notice of Default

[FECHA] [DATE]

[*]
[Dirección]
Atención: [*]

[*]
[Address]
Attention: [*]

Esta Notificación de Incumplimiento se entrega de conformidad con el Contrato de Prenda Sin Transmisión de Posesión de fecha [*] de [*] de [*] (según sea modificado y/o reexpresado de tiempo en tiempo, el "Contrato"), celebrado entre AgileThought Digital Solutions, S.A.P.I. de C.V., como deudor prendario (el "Deudor Prendario") and Blue Torch Finance LLC, como acreedor prendario (en dicho carácter, junto con sus sucesores y cesionarios en dicho carácter, el "Acreedor Prendario"). Los términos utilizados con mayúscula inicial en la presente y que no se encuentren definidos en la misma, tendrán el significado que se les atribuye en el Contrato.

This Notice of Default is given pursuant to the Non-Possessory Pledge Agreement dated as of [*], [*](as amended and/or restated from time to time, the "Agreement"), made between AgileThought Digital Solutions, S.A.P.I. de C.V., as pledgor (the "Pledgor") and Blue Torch Finance LLC, as pledgee (in such capacity, together with their successors and assigns in such capacity, the "Pledgee"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Le informamos que un Evento de Incumplimiento consistente en [*] ha ocurrido y continúa; por lo tanto, a partir de la entrega de esta Notificación de Incumplimiento, el Deudor Prendario contará con un plazo de 3 (tres) Días Hábiles (el “Plazo Perentorio”), para subsanar el o los Eventos de Incumplimiento descritos en el presente Aviso de Incumplimiento.

Please be advised that an Event of Default consisting of [*] has occurred and is continuing; therefore, upon delivery of this Notice of Default, the Pledgor shall have a term of 3 (three) Business Days (the “Peremptory Term”), to cure the Events of Default described by the Pledgee in this Notice of Default.

En caso de que el Deudor Prendario no subsane el Evento de Incumplimiento dentro del Plazo Perentorio, el Acreedor Prendario estará autorizado para ejercer todos y cada uno de los derechos otorgados al Acreedor Prendario bajo el Contrato que estaban sujetos a la entrega de la Notificación de Incumplimiento.

In the event that the Pledgor do not cure the Event of Default within the Peremptory Term, the Pledgee shall be entitled to exercise any and all rights granted to Pledgee under the Agreement that were subject to the delivery of the Notice of Default.

Atentamente,

Sincerely,

Por: [*]
Nombre: [*]
Cargo: [*]

By: [*]
Name: [*] Name: [*]
Title: [*]

EXHIBIT 8

Share and Equity Interest Pledge Agreement

EXECUTION VERSION

==========

CONTRATO DE PRENDA SOBRE ACCIONES Y PARTES SOCIALES /
SHARE AND EQUITY INTEREST PLEDGE AGREEMENT

QUE CELEBRAN/ ENTERED INTO AND BETWEEN

IT GLOBAL HOLDING, LLC.,
QMX INVESTMENT HOLDING USA, INC.,
ENTREPIDS TECHNOLOGY INC.,

AGILETHOUGHT, INC.,
4TH SOURCE MEXICO, LLC.,
Y / AND
4TH SOURCE, LLC.

COMO DEUDORES PRENDARIOS / AS PLEDGORS

Y / AND

BLUE TORCH FINANCE LLC,
COMO ACREEDOR PRENDARIO / AS PLEDGEE

CON LA COMPARECENCIA, RECONOCIMIENTO Y ACEPTACIÓN DE /
WITH THE APPEARANCE, ACKNOWLEDGMENT AND ACCEPTANCE OF

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.,
AGILETHOUGHT MEXICO, S.A. DE C.V.,
AN DATA INTELLIGENCE, S.A. DE C.V.,
AN EXTEND, S.A. DE C.V.,
AN UX, S.A. DE C.V.,
FAKTOS INC, S.A.P.I. DE C.V.,
FACULTAS ANALYTICS, S.A.P.I. DE C.V.,
ENTREPIDS MÉXICO, S.A. DE C.V.,
AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.,
AGILETHOUGHT SERVICIOS MÉXICO, S.A. DE C.V.,
CUARTO ORIGEN, S. DE R.L. DE C.V.
Y / AND
AN EVOLUTION, S. DE R.L. DE C.V.

06 de enero de 2023 / January 06, 2023

==========

CONTRATO DE PRENDA SOBRE ACCIONES Y PARTES SOCIALES (SEGÚN SEA MODIFICADO Y/O RE-EXPRESADO DE TIEMPO EN TIEMPO, EL "CONTRATO"), DE FECHA 06 DE ENERO DE 2023, QUE CELEBRAN:

(a) IT GLOBAL HOLDING, LLC., en su carácter de deudor prendario ("IT Global");

(b) QMX INVESTMENT HOLDING USA, INC., en su carácter de deudor prendario ("QMX");

(c) ENTREPIDS TECHNOLOGY INC., en su carácter de deudor prendario ("Entrepids");

(d) AGILETHOUGHT, INC., en su carácter de deudor prendario ("Agilethought");

(e) 4TH SOURCE MEXICO, LLC., en su carácter de deudor prendario ("4th Source México");

(f) 4TH SOURCE, LLC., ("4th Source" conjuntamente con IT Global, QMX, Entrepids, Agilethought y 4th Source México, los "Deudores Prendarios"); y

(g) BLUE TORCH FINANCE LLC, como agente administrativo y agente de garantías, en su carácter de acreedor prendario (el "Acreedor Prendario");

(h) Con la comparecencia, reconocimiento y consentimiento de **(i) AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V. (ii) AGILETHOUGHT MEXICO, S.A. DE C.V., (iii) AN DATA INTELLIGENCE, S.A. DE C.V., (iv) AN EXTEND, S.A. DE C.V., (v) AN UX, S.A. DE C.V. (vi) FAKTOS INC, S.A.P.I. DE C.V., (vii) FACULTAS ANALYTICS, S.A.P.I. DE C.V., (viii) ENTREPIDS MEXICO, S.A. DE C.V., (ix) AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.,** y **(x) AGILETHOUGHT SERVICIOS MEXICO, S.A. DE C.V.,** (conjuntamente, las "Sociedades A"); y **(i) CUARTO ORIGEN, S. DE R.L. DE C.V.** y **(ii) AN EVOLUTION, S. DE R.L. DE C.V.** (conjuntamente, las "Sociedades B", y

SHARE AND EQUITY INTEREST PLEDGE AGREEMENT (AS AMENDED AND/OR RESTATED FROM TIME TO TIME, THE "AGREEMENT"), DATED AS OF JANUARY 06, 2023, ENTERED BY:

(a) IT GLOBAL HOLDING, LLC., in its capacity as pledgor ("IT Global");

(b) QMX INVESTMENT HOLDING USA, INC., in its capacity as pledgor (QMX");

(c) ENTREPIDS TECHNOLOGY INC., in its capacity as pledgor ("Entrepids");

(d) AGILETHOUGHT, INC., in its capacity as pledgor ("Agilethought");

(e) 4TH SOURCE MEXICO, LLC., in its capacity as pledgor ("4th Source Mexico");

(f) 4TH SOURCE, LLC., ("4th Source" jointly with IT Global, QMX, Entrepids, Agilethought and 4TH Source Mexico, the "Pledgors"); y

(g) BLUE TORCH FINANCE LLC, as administrative agent and collateral agent, in its capacity as pledgee (the "Pledgee");

(h) With the appearance, acknowledgement and consent of **(i) AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V. (ii) AGILETHOUGHT MEXICO, S.A. DE C.V., (iii) AN DATA INTELLIGENCE, S.A. DE C.V., (iv) AN EXTEND, S.A. DE C.V., (v) AN UX, S.A. DE C.V. (vi) FAKTOS INC, S.A.P.I. DE C.V., (vii) FACULTAS ANALYTICS, S.A.P.I. DE C.V., (viii) ENTREPIDS MEXICO, S.A. DE C.V., (ix) AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.,** y **(x) AGILETHOUGHT SERVICIOS MEXICO, S.A. DE C.V.,** (jointly, the "Companies A"); and **(i) CUARTO ORIGEN, S. DE R.L. DE C.V.** y **(ii) AN EVOLUTION, S. DE R.L. DE C.V.]** (jointly, the "Companies B" and jointly with the

conjuntamente con las Sociedades A, las "Sociedades") (las Sociedades, conjuntamente con los Deudores Prendarios y el Acreedor Prendario, conjuntamente las "Partes").

Companies A, the "Companies") (the Companies, the Pledgors and the Pledgee, jointly the "Parties").

Conforme a los siguientes Antecedentes, Declaraciones y Cláusulas:

In accordance with the following Recitals, Representations and Clauses:

ANTECEDENTES

PRIMERO.- Con fecha el 27 de mayo de 2022, AN Global, LLC como acreditado (el "Acreditado"), AgileThought como Holdings y diversas de sus subsidiarias como Garantes (según el término *Guarantors* se define en el Contrato de Financiamiento), las partes que en el mismo se identifican como Acreedores (según el término *Lenders* se define en el Contrato de Financiamiento), y el Acreedor Prendario como agente administrativo y agente de garantías (el "Agente Administrativo") suscribieron un contrato de financiamiento (el "Contrato de Financiamiento"), mismo que se adjunta al presente como **Anexo "A"**.

SEGUNDA.- La celebración de este Contrato, 1a entrega de los títulos de las Acciones debidamente endosados en garantía en favor del Acreedor Prendario, y la anotación de la Prenda (según dicho término se define más adelante) en los Libros de Registro de Acciones y/o Partes Sociales de cada Sociedad, según corresponda, constituirán una prenda perfecta, en primer lugar y grado sobre las Acciones y Partes Sociales, para garantizar el cumplimiento debido y puntual por parte del Acreditado de todas y cada una de las Obligaciones Garantizadas (según dicho término se define más adelante) de conformidad con el Contrato de Financiamiento.

RECITALS

FIRST.- On May 27, 2022, AN Global, LLC, as borrower (the "Borrower"), AgileThought, as Holdings and its subsidiaries as Guarantors (as such term is defined in the Financing Agreement), the parties identified therein as Lenders (as such term is defined in the Financing Agreement) and the Pledgee as administrative agent and collateral agent (the "Administrative Agent") entered into a financing agreement (the "Financing Agreement"), which is attached hereto as **Exhibit "A".**

SECOND.- The execution of this Agreement, the delivery of the Shares' certificates duly endorsed in guaranty in favor of the Pledgee, and the record of the Pledge (as such term is defined hereunder) in the Stock and/or Equity Interest Registry Book of each Company, as applicable, will create a perfected pledge, first priority interest on the Shares and Equity Interests, to secure the full and punctual performance of the Secured Obligations (as such term is defined hereunder) of the Borrower under the Credit Agreement.

DECLARACIONES

I. Cada Deudor Prendario declara bajo protesta de decir verdad, que:

(a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes del estado de Delaware, Estados Unidos de América;

REPRESENTATIONS

I. Each Pledgor hereby represents under oath that:

(a) It is a legal company duly formed or incorporated and validly existing pursuant to the laws of the state of Delaware, United States of America;

(b) Su representante legal cuenta con las facultades necesarias y suficientes para celebrar este Contrato, las cuales no le han sido revocadas ni modificadas en forma alguna y se encuentran vigentes a la fecha del presente, según consta en las escrituras públicas que se describen en el **Anexo "B"**;

(b) Its legal representative has the sufficient power and authority to enter into this Agreement, which have not been revoked or modified in any way to this date and remain in full force and effect, as shown in public deeds described in **Exhibit "B"**;

(c) Es el único y legítimo propietario de las Acciones y Partes Sociales (según dichos términos se definen más adelante), tal y como se muestra en el **Anexo "C**";

(c) It is the sole and legitimate owner of the Shares and Equity Interests (as hereinafter defined), as shown in **Exhibit "C"**;

(d) La ejecución del presente Contrato, así como el cumplimiento de las obligaciones que de él se derivan, no infringen (i) sus estatutos sociales o contrato de sociedad de responsabilidad limitada, según sea aplicable, o documentos constitutivos, (ii) ninguna ley, norma, decreto, resolución judicial, laudo arbitral o autorización que le sea aplicable, o (iii) ninguna restricción contractual que le obligue o pueda afectar;

(d) The execution of this Agreement, as well as the performance of the obligations that arise from it, do not infringe (i) its by-laws or limited liability company agreement, as applicable, or incorporation documents (ii) any law, rule, decree, court ruling, arbitral award or authorization that are applicable, or (iii) any contractual restriction that is binding or that may affect it;

(e) Ha obtenido todas las autorizaciones, consentimientos o aprobaciones corporativas aplicables para la celebración e implementación de este Contrato, incluida la ejecución establecida en la Cláusula Novena del presente Contrato;

(e) It has obtained all the applicable corporate authorizations, consents or approvals to enter into and to implement this Agreement, including the execution set forth in Clause Ninth of this Agreement;

(f) Cada una de las Acciones y Partes Sociales es una acción o parte social del capital social suscrito y en circulación de cada una de las Sociedades. Las Acciones y Partes Sociales (i) han sido debida y válidamente emitidas por la Sociedad correspondiente; (ii) se encuentran íntegramente suscritas, pagadas, liberadas y libres de cualquier Gravamen (según éste término se define más adelante), condiciones, limitaciones o restricciones de dominio o cualquier naturaleza; y (iii) no se encuentran sujetas a ningún convenio, contrato u otro tipo de documento conforme al cual se restrinja de manera alguna cualquier prenda, Gravamen, cesión o transmisión;

(f) Each one of the Shares and Equity Interests is one share or equity interest issued of the capital stock of each one of the Companies. The Shares and Equity Interests: (i) have been duly and validly issued by the corresponding Company, (ii) have been fully issued, paid, released and are free of any Lien (as such term is defined below), conditions, limitations or restrictions of ownership or any nature; and (iii) are not subject to any agreement, contract or other type of document under which the Shares are restricted in any way including any pledge, Lien, assignment or transmission;

(g) La celebración del presente Contrato, la entrega de los títulos de las Acciones debidamente endosadas en garantía en favor del Acreedor Prendario, y la anotación de la Prenda en el Libro de Registro de Accionistas y Socios de cada una de las Sociedades, según corresponda, constituirá una prenda perfecta, en primer lugar y grado sobre las Acciones y Partes Sociales, para garantizar el cumplimiento del Acreditado de las Obligaciones Garantizadas (según dicho término se define más adelante) bajo el Contrato de Financiamiento; y

(g) The execution of this Agreement, the delivery of the Pledged Shares' certificates duly endorsed in guaranty in favor of the Pledgee, and the record of the Pledge in the Share holders´ and Partners´ Registry Book of each of the Companies, as applicable, will create a perfected pledge, first priority interest over the Shares and Equity Interests, to secure the compliance from the Borrower of the Secured Obligations (as hereinafter defined) under the Financing Agreement; and

(h) Es su deseo constituir una Prenda, en primer lugar y grado de prelación de conformidad con lo dispuesto en la Ley General de Títulos y Operaciones de Crédito ("LGTOC"), sobre las Acciones y Partes Sociales en favor del Acreedor Prendario, con el objeto de garantizar el cumplimiento y pago total de las Obligaciones Garantizadas de conformidad con el presente Contrato.

(h) It is its wish to grant a first priority Pledge in accordance with the provisions of the General Law of Negotiable Instruments and Credit Transactions ("LGTOC"), over the Shares and Equity Interests in favor of the Pledgee, in order to guarantee the fulfilment and total payment of each and all of the Secured Obligations in accordance with this Agreement.

II. El Acreedor Prendario declara bajo protesta de decir verdad, que:

II. The Pledgee hereby represents under oath that:

(a) Es una sociedad de responsabilidad limitada (*limited liability company*). constituida de conformidad con las leyes del estado de Delaware, Estados Unidos de América;

(a) It is a limited liability company duly formed and validly existing pursuant to the laws of Delaware, United States of America;

(b) Su representante legal cuenta con las facultades necesarias y suficientes para celebrar este Contrato, las cuales no le han sido revocadas ni modificadas en forma alguna y se encuentran vigentes a la fecha del presente, según consta en la escritura pública que se describe en el **Anexo "D"**;

(b) Its legal representative has the sufficient power and authority to enter into this Agreement, which have not been revoked or modified in any way to this date and remain in full force and effect, as described in public deed set forth in **Exhibit "D"**;

(c) No requiere autorización o consentimiento alguno por parte de cualquier Persona o Autoridad Gubernamental (según dichos términos se definen más adelante) en relación con la celebración del presente Contrato o el cumplimiento de sus obligaciones establecidas conforme al mismo, excepto por las autorizaciones o

(c) It does not require any authorization or consent from any Person or Governmental Authority (as such terms are defined below) in connection with the execution of this Agreement or the performance with its obligations contained herein, except for the authorizations and consents that have

consentimientos que ha obtenido con anterioridad a la celebración del presente Contrato; y

been obtained prior to the execution of this Agreement; and

(d) Desea celebrar el presente Contrato como Acreedor Prendario y obligarse en sus términos, con el fin de que los Deudores Prendarios garanticen el cumplimiento íntegro y puntual de las Obligaciones Garantizadas.

(d) It wishes to enter into this Agreement as Pledgee and to comply with its terms, with the purpose that the Pledgors guarantee the full and timely performance of the Guaranteed Obligations.

III. Cada una de las Sociedades declara bajo protesta de decir verdad, que:

III. Each of the Companies hereby represents under oath that:

(a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes de los Estados Unidos Mexicanos;

(a) It is a legal entity duly incorporated and validly existing pursuant to the laws of the Mexican United States;

(b) Su representante legal cuenta con las facultades necesarias y suficientes para celebrar este Contrato, las cuales no le han sido revocadas ni modificadas en forma alguna y se encuentran vigentes a la fecha del presente, según consta en las escrituras públicas que se describen en el **Anexo "E"**;

(b) Its legal representative has the sufficient power and authority to enter into this Agreement, which have not been revoked or modified in any way to this date and remain in full force and effect, as described in public deeds set forth in **Exhibit "E"**;

(c) Las Acciones y Partes Sociales (i) han sido debida y válidamente emitidas por la Sociedad correspondiente; (ii) se encuentran íntegramente suscritas, pagadas, liberadas y libres de cualquier Gravamen (según éste término se define más adelante), condiciones, limitaciones o restricciones de dominio o cualquier naturaleza; y (iii) no se encuentran sujetas a ningún convenio, contrato u otro tipo de documento conforme al cual se restrinja de manera alguna cualquier prenda, Gravamen, cesión o transmisión;

(c) The Shares and Equity Interests: (i) have been duly and validly issued by the corresponding Company, (ii) have been fully issued, paid, released and are free of any Lien (as such term is defined below), conditions, limitations or restrictions of ownership or any nature; and (iii) are not subject to any agreement, contract or other type of document under which the Shares are restricted in any way including any pledge, Lien, assignment or transmission;

(d) No requiere autorización o consentimiento alguno por parte de cualquier Autoridad Gubernamental o Persona alguna (según dichos términos se definen más adelante) en relación con la celebración del presente Contrato o el cumplimiento de sus obligaciones establecidas conforme al mismo, excepto por las autorizaciones o consentimientos que ha obtenido con

(d) It does not require any authorization or consent from any Governmental Authority or Person (as such terms are defined below) in connection with the execution of this Agreement or the performance with its obligations contained herein, except for the authorizations and consents that have been obtained prior to the execution of this Agreement;

anterioridad a la celebración del presente Contrato;

(e) En este acto reconoce y consiente la celebración y otorgamiento del presente Contrato por parte de los Deudores Prendarios, la creación de la Prenda sobre las Acciones y Partes Sociales.

(e) It hereby acknowledges and consents the execution and delivery of this Agreement by the Pledgors, the creation of the Pledge over the Shares and Equity Interests.

EN VIRTUD DE LO ANTERIOR, con base en los Antecedentes y las Declaraciones anteriores, las Partes convienen en las siguientes:

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and Representations, the Parties hereby grant the following:

CLÁUSULAS

CLAUSES

PRIMERA. **TÉRMINOS DEFINIDOS; REGLAS DE INTERPRETACIÓN**.

FIRST. DEFINED TERMS; RULES OF INTERPRETATION.

Sección 1.1. Términos definidos.

Section 1.1. Defined terms.

Los siguientes términos tendrán el significado que se les asigna a continuación, en el entendido de que, en uno y en otro caso, serán aplicables tanto a la forma singular como a la plural de dichos términos. Cualquier término en aquí contenido en mayúscula y que no esté definido en el presente documento, tendrá el significado que se le atribuye a dicho término en el Contrato de Financiamiento.

The following terms will have the meaning assigned hereunder, on the understanding that, in any case, it will apply to both the singular and plural form of said terms. Any capitalized term herein that is not defined in this document, will have the meaning attributed to such term within the Financing Agreement.

"Acciones" significan las acciones descritas en el **Anexo "C"**.

"Shares" shall mean the shares described in **Exhibit "C"**.

"Acreedor Prendario" tiene el significado que se le atribuye en el proemio del presente Contrato.

"Pledgee" has the meaning attributed to such term in this Agreement's preamble.

"Agente Administrativo" tiene el significado que se le atribuye en el Primero de los Antecedente del presente Contrato.

"Administrative Agent" has the meaning attributed to such term in the First Recital of this Agreement.

"Autoridad Gubernamental" significa cualquier gobierno nacional o federal, cualquier estado, región, municipalidad u otra subdivisión política de los mismos con jurisdicción, y cualquier individuo o entidad con jurisdicción, que ejerza funciones legislativas, judiciales, regulatorias o administrativas respecto de, o que pertenezcan a asuntos gubernamentales o cuasi-gubernamentales (incluyendo cualquier tribunal) en México.

"Governmental Authority" means any national or federal government, any state, region, municipality or other political subdivision thereof having jurisdiction, and any individual or entity having jurisdiction, exercising legislative, judicial, regulatory or administrative functions with respect to or pertaining to governmental or quasi-governmental matters (including any court) in México.

"Bienes Pignorados" tiene el significado que se le atribuye en la Cláusula Segunda del presente Contrato.	"Pledged Assets" has the meaning set forth in the Second Clause of this Agreement.
"Contrato" tiene el significado que se le atribuye en el proemio del presente Contrato.	"Agreement" has the meaning attributed to such term in this Agreement's preamble.
"Contrato de Financiamiento" tiene el significado que se le atribuye en los Antecedentes del presente Contrato.	"Financing Agreement" has the meaning attributed to such term in the First Recital of this Agreement.
"Deudores Prendarios" tiene el significado que se le atribuye en el proemio del presente Contrato.	"Pledgors" has the meaning attributed to such term in this Agreement's preamble.
"Día Hábil" significa cualquier día que no sea sábado, domingo u otro día en que bancos comerciales en la Ciudad de México, México, estén autorizados o requeridos por ley para permanecer cerrados.	"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in Mexico City, Mexico are authorized or required by law to remain closed.
"Documentos del Financiamiento" tiene el significado que se le atribuye a dicho término (*Loan Documents*) en el Contrato de Financiamiento.	"Loan Documents" has the meaning attributed to such term in the Financing Agreement.
"Dólares" y "USD" significa la moneda de curso legal de los Estados Unidos de América.	"Dollars" and "USD" means the legal tender of the United States of America.
"Evento de Incumplimiento" tiene el significado que se le atribuye a dicho término (*Events of Default*) en el Contrato de Financiamiento.	"Event of Default" has the meaning attributed to such term in the Financing Agreement.
"Gravamen" significa, en relación con cualquier bien o activo, cualquier hipoteca, gravamen, prenda, fideicomiso, carga o cualquier otra garantía o gravamen de cualquier naturaleza o cualquier acuerdo de preferencia sobre o respecto de dicho bien o activo que tenga el efecto práctico de crear una garantía, prioridad, acuerdo preferencial u otro gravamen sobre dicho bien o activo.	"Lien" means, in relation to any property or asset, any mortgage, lien, pledge, trust, charge or any other security interest or encumbrance of any nature or any preferential agreement on or in respect of such property or asset which has the practical effect of creating a security interest, priority, preferential agreement or other encumbrance on such property or asset.
"Ley Aplicable" significa, respecto de cualquier Persona, cualquier ley, tratado, reglamento, norma, ordenamiento, estatuto, decreto o circular, o cualquier orden, auto o resolución judicial definitiva, aplicables a dicha Persona o conforme a las cuales dicha Persona se encuentre sujeta.	"Applicable Law" means with respect to any Person, any law, treaty, regulation, ordinance, statute, decree or circular, or any order, resolution, or final judicial resolution, applicable to said Person or pursuant to which said Person is subject.
"LGTOC" significa la Ley General de Títulos y Operaciones de Crédito.	"LGTOC" means the General Law of Negotiable Instruments and Credit Transactions (*Ley General*

de Títulos y Operaciones de Crédito).

"México" significa los Estados Unidos Mexicanos.

"Mexico" means the United Mexican States.

"Obligaciones Garantizadas" tiene el significado que se le atribuye a dicho término (*Guaranteed Obligations*) en el Contrato de Financiamiento.

"Secured Obligations" has the meaning attributed to such term in the Financing Agreement.

"Partes" tiene el significado que se le atribuye en el proemio del presente Contrato.

"Parties" has the meaning attributed to such term in this Agreement's preamble.

"Partes Sociales" significan las partes sociales descritas en el **Anexo "C"**.

"Equity Interests" shall mean the equity interests described in **Exhibit "C"**.

"Persona" significa cualquier persona física o persona moral, fideicomiso, co-inversión, sociedad o asociación civil o mercantil, Autoridad Gubernamental o cualquier otra entidad de cualquier naturaleza.

"Person" means any physical or legal person, trust, co-investment, company or commercial or civil association, Governmental Authority or any other entity of any nature.

"Pesos" y "$" significa la moneda de curso legal en México.

"Pesos" and "$" means the legal tender in Mexico.

"Prenda" tiene el significado que se le atribuye en la Cláusula Segunda del presente Contrato.

"Pledge" has the meaning ascribed to in the Second Clause of this Agreement.

"RUG" significa el Registro Único de Garantías Mobiliarias.

"RUG" means the Personal Guarantees Sole Registry (*Registro Único de Garantías Mobiliarias*).

"Sociedades" tienen el significado que se les atribuye en el proemio del presente Contrato.

"Companies" has the meaning attributed to such term in this Agreement's preamble.

"Sociedades A" tienen el significado que se les atribuye en el proemio del presente Contrato.

"Companies A" has the meaning attributed to such term in this Agreement's preamble.

"Sociedades B" tienen el significado que se les atribuye en el proemio del presente Contrato.

"Companies B" has the meaning attributed to such term in this Agreement's preamble.

Sección 1.2. Encabezados. Los encabezados de las Cláusulas contenidas en este Contrato se utilizan únicamente para conveniencia de referencia y no serán considerados en la interpretación del presente Contrato.

Section 1.2. Headings. The Clauses' headings herein are only used for convenience and reference purposes and shall not be considered in terms of interpretation of this Agreement.

Sección 1.3. Referencias. A menos que se indique lo contrario, todas las referencias en el presente Contrato a las Cláusulas y Anexos se referirán a las Cláusulas y Anexos de este Contrato. La referencia a cualquier otro contrato, instrumento

Section 1.3. References. Unless otherwise specified, all references under this Agreement to Clauses and Exhibits refer to the Clauses and Exhibits contained herein. References to any other agreement, instrument or document will be to such

o documento será a dicho contrato, instrumento o documento como pueda ser reformado, adicionado, modificado o suplementado ocasionalmente de conformidad con sus términos y a lo permitido por el Contrato de Financiamiento.

agreement, instrument or document as it may be amended, reformed, modified or supplemented from time to time in accordance with its terms and as per the Financing Agreement.

SEGUNDA. CONSTITUCIÓN DE LA PRENDA.

SECOND. CREATION OF THE PLEDGE.

(a) Sujeto a los términos y condiciones establecidos en el presente Contrato de Prenda y de conformidad con el Título II, Capítulo IV, Sección Sexta de la LGTOC, los Deudores Prendarios en este acto constituyen una prenda en primer lugar y grado de prelación (la "Prenda") en favor del Acreedor Prendario, actuando en beneficio propio, sobre las Acciones y las Partes Sociales (las Acciones y las Partes Sociales, conjuntamente con cualesquiera otra acciones y/o partes sociales que en su caso lleguen a estar sujetas a la Prenda constituida bajo el presente Contrato en favor del Acreedor Prendario, como los "Bienes Pignorados"), con todo lo que de hecho o por derecho le corresponde a los Bienes Pignorados, con el objeto de garantizar el pago total y oportuno de las Obligaciones Garantizadas que se derivan del Contrato de Financiamiento.

(a) Subject to the terms and conditions set forth in this Pledge Agreement and pursuant to Title II, Chapter IV, Section Six of the LGTOC, the Pledgors hereby create a continuing first priority pledge (the "Pledge") in favor of the Pledgee, acting for its own benefit, over the Shares and the Equity Interests (the Shares and the Equity Interests, together with any other shares and/or equity interests that may become subject to the Pledge created under this Agreement in favor of the Pledgee, as the "Pledged Assets"), with all that in fact or in law pertains to the Pledged Assets, in order to guarantee the full and timely payment of the Guaranteed Obligations under the Financing Agreement.

Cada una de las Sociedades en este acto reconoce y consiente la creación de la Prenda sobre los Bienes Pignorados, de conformidad con los establecido en el presente Contrato.

Each of the Companies hereby acknowledges and consents the creation of the Pledge over the Pledged Assets, in accordance with the stipulated in this Agreement.

TERCERA. PERFECCIONAMIENTO DE LA PRENDA.

THIRD. FORMALIZATION OF THE PLEDGE.

Sección 3.1. Perfeccionamiento de la Prenda.

Section 3.1. Formalization of the Pledge.

(a) Para efectos de perfeccionar la Prenda sobre las Acciones en términos de la fracción II del Artículo 334 y las demás disposiciones legales aplicables de la LGTOC, los Deudores Prendarios en este acto entregan al Acreedor Prendario:

(a) For the purpose of formalizing the Pledge created over the Shares pursuant to section II of Article 334 and other applicable legal provisions in the LGTOC, the Pledgors hereby deliver to the Pledgee:

(i) Los títulos de acciones que representan las Acciones, debidamente endosados en garantía, en favor del Acreedor Prendario; y

(i) The share certificates representing the Shares, duly endorsed in guarantee (*endoso en garantía*) in favor of the Pledgee; and

(ii) Una copia certificada del asiento en el Libro de Registro de Accionistas de cada una de las Sociedades A, en el que consta la anotación de la

(ii) A copy of the entry in the Shareholders' Registry Book of each of the Companies A, duly certified, that contains the annotation which sets

Prenda creada a través del presente Contrato, acompañado de un certificado del secretario del Consejo de Administración u otro funcionario autorizado de dichas Sociedades A señalando que las Acciones han sido otorgadas en Prenda a favor del Acreedor Prendario en términos del presente Contrato;

forth the Pledge created through this Agreement, together with a secretary certificate of the Board of Directors or other authorized officer's certificate of such Companies A, stating that the Shares have been pledged in favor of the Pledgee under the terms of this Agreement;

(b) Para efectos de perfeccionar la Prenda sobre las Partes Sociales en términos de la fracción III del Artículo 334 y las demás disposiciones legales aplicables de la LGTOC, los Deudores Prendarios en este acto entregan al Acreedor Prendario:

(b) For the purpose of formalizing the Pledge created over the Equity Interests pursuant to section III of Article 334 and other applicable legal provisions in the LGTOC, the Pledgors hereby deliver to the Pledgee:

(i) Una copia certificada del asiento en el Libro de Registro de Socios de cada una de las Sociedades B en el que consta la anotación de la Prenda creada a través del presente Contrato, acompañado de un certificado del secretario del Consejo de Gerentes u otro funcionario autorizado de dichas Sociedades B, señalando que las Partes Sociales han sido otorgadas en Prenda a favor del Acreedor Prendario en términos del presente Contrato;

(i) A copy of the entry in the Partners' Registry Book of each of the Companies B, duly certified, that contains the annotation which sets forth the Pledge created through this Agreement, together with a secretary certificate of the Board of Managers or other authorized officer's certificate of such Companies B, stating that the Equity Interests have been pledged in favor of the Pledgee under the terms of this Agreement;

Sección 3.2. Resguardo.

Section 3.2. Safekeeping.

De conformidad con lo establecido en el artículo 337 de la LGTOC, el Acreedor Prendario reconoce y acepta la entrega de los documentos referidos en la Sección 3.1. anterior, y los Deudores Prendarios y el Acreedor Prendario acuerdan que el presente Contrato fungirá como resguardo del Acreedor Prendario de las Acciones y Partes Sociales.

In accordance with article 337 of the LGTOC, the Pledgee hereby acknowledges and accepts the receipt of the documents referred to in Section 3.1 above, and the Pledgors and Pledgee hereby agree that this Agreement shall serve as receipt (*resguardo*) by the Pledgee of the Pledged Shares and Equity Interests.

Sección 3.3. Registro de la Prenda.

Section 3.3. Pledge Registry.

(a) Las Partes en este acto convienen y se obligan a ratificar el presente Contrato ante un notario público dentro de los 10 (diez) días calendario siguientes a la fecha en la que se firme el presente Contrato. Asimismo, los Deudores Prendarios se obligan a (i) presentar ante el RUG la inscripción del presente Contrato, tan pronto corno sea posible pero dentro de los 3 (tres) Días Hábiles siguientes a la fecha de su ratificación, y (ii) entregar al Acreedor Prendario prueba fehaciente y por escrito de dicha inscripción en el RUG, tan pronto como sea posible, pero en todo caso, dentro de los 5 (cinco) Días Hábiles siguientes a la fecha en la que se obtenga el registro correspondiente.

(a) The Parties hereby agree and undertake to ratify this Agreement before a notary public within the following 10 (ten) calendar days as of date in which this Agreement was executed. Additionally, the Pledgors shall (i) file before the RUG this Agreement for registration, as soon as possible, but in any event within the following 3 (three) Business Days as of date in which this Agreement was ratified, and (ii) shall deliver the Pledgee sufficient proof and in writing of such recording, as soon as possible, but in any event within 5 (five) Business Days following the date in which the corresponding registry is issued.

(b) Los Deudores Prendarios se obligan a llevar a cabo todos los actos y pagos, incluyendo honorarios del notario público, pago de derechos registrales e impuestos, que se relacionen con la celebración, ratificación, registro y perfeccionamiento de la Prenda creada bajo este Contrato en los términos y plazos que sean aplicables.

(b) The Pledgors undertake to carry out all acts and payments, including notary public fees, payment of registration fees and taxes, related to the execution, ratification, registration and perfection of the Pledge created under this Agreement within the applicable terms and deadlines.

CUARTA. PRENDA CONTINUA; INDIVISIBILIDAD Y VIGENCIA.

FOURTH. CONTINUING PLEDGE; INDIVISIBILITY AND TERM

(a) La Prenda constituida conforme a este Contrato constituye una garantía continua, y permanecerá en pleno vigor y efecto hasta que todas y cada una de las Obligaciones Garantizadas hayan sido legal, debida y puntualmente satisfechas, cumplidas, pagadas e irreversiblemente liquidadas en su totalidad a satisfacción del Acreedor Prendario; será vinculante para los Deudores Prendarios, y sus respectivos causahabientes y cesionarios permitidos; y redundará en beneficio de y será ejecutable por el Acreedor Prendario, y sus causahabientes y cesionarios permitidos. El presente Contrato terminará y la Prenda dejará de existir, será terminada y liberada una vez que las Obligaciones Garantizadas sean pagadas en su totalidad, a satisfacción del Acreedor Prendario.

(a) The Pledge created under this Agreement constitutes a continuing pledge and shall remain in full force and effect until all Secured Obligations have been duly and legally fulfilled, complied and paid in their totality, at the satisfaction of the Pledgee; shall be binding to Pledgors and its respective successors and permitted assignees; and to the benefit of, and be enforceable by the Pledgee and its respective successors and permitted assignees. This Agreement shall terminate, and the Pledge shall cease, terminate and be released upon the full payment of all Secured Obligations, to the satisfaction of the Pledgee.

(b) La Prenda constituida conforme a este Contrato es indivisible y no deberá de cancelarse, terminarse o reducirse hasta el cumplimiento y pago oportuno y total de todas las Obligaciones Garantizadas. Los Deudores Prendarios renuncian expresamente e irrevocablemente al derecho de división o reducción de la Prenda como resultado de pagos parciales de las Obligaciones Garantizadas prevista en el artículo 349 de la LGTOC.

(b) The Pledge created under this Agreement is indivisible and shall not be cancelled, terminated or reduced until the timely and full performance and payment in full of all Secured Obligations. The Pledgors expressly and irrevocably waive the right to divide or reduce the Pledge as a result of partial payments of the Secured Obligations as provided in Article 349 of the LGTOC.

(c) Los derechos del Acreedor Prendario derivados de este Contrato son absolutos e incondicionales, independientemente de la constitución, perfeccionamiento, sustitución, liberación o falta de perfeccionamiento de cualquier otra garantía o de cualquier liberación, modificación o renuncia de, o de cualquier consentimiento o liberación de cualquier garantía para el cumplimiento y pago de la totalidad o parte de las Obligaciones Garantizadas. El ejercicio individual o parcial de dichos derechos no afectará el ejercicio de

(c) The rights of the Pledgee arising under this Agreement are absolute and unconditional, regardless of the creation, perfection, substitution, release or failure to perfect any other security or any release, modification or waiver of, or any consent to or release of any security for the performance and payment of all or any part of the Secured Obligations. The exercise individually or in part of any such rights shall not affect the exercise of any of Pledgee's rights under this Agreement.

cualquiera de los derechos del Acreedor Prendario derivados de este Contrato.

(d) Tan pronto y como sea posible, una vez que se haya dado cumplimiento total y satisfactorio de las Obligaciones Garantizadas, el Acreedor Prendario deberá entregar a los Deudores Prendarios, con copia al secretario del Consejo de Administración y/o Consejo de Gerentes de cada una de las Sociedades (i) una notificación de terminación en términos sustancialmente similares al formato adjunto al presente como **Anexo "F"** (la "Notificación de Terminación"), y (ii) con respecto a las Sociedades A, los títulos de acciones representativos de las Acciones que a esa fecha se encuentren sujetos a la Prenda, y la cancelación de los respectivos endosos en garantía.

(d) Promptly following the total and satisfactory performance of the Guaranteed Obligations, the Pledgee shall deliver to the Pledgors, a copy to the corresponding secretary of the Board of Directors and the Board of Managers of each of the Companies (i) a termination notice substantially in the form attached hereto as **Exhibit "F"** (the "Termination Notice"), and (ii) with respect to the Companies A, the original share certificates of the Shares that as of such date are subject to the Pledge, and the cancellation of the respective endorsements.

Una vez entregada la Notificación de Terminación, el Acreedor Prendario deberá celebrar y entregar cualesquier contratos, acuerdos documentos e instrumentos, y llevar a cabo todas aquellas acciones, para evidenciar la terminación y liberación de la Prenda, según sea razonablemente solicitado por los Deudores Prendarios, incluyendo de manera enunciativa más no limitativa, un convenio de terminación del presente Contrato. Cualesquiera costos y gastos derivados de cualquier acción o documento realizada o entregado conforme a este inciso (d) o para la terminación y liberación de la Prenda serán a cargo exclusivo de las Sociedades y los Deudores Prendarios. La Notificación de Terminación debidamente firmada por el Acreedor Prendario será evidencia suficiente para que los Deudores Prendarios soliciten a las Sociedades la cancelación de los asientos de la Prenda en el Libro de Registro de Accionistas y/o Socios de cada una las Sociedades y en caso de ser aplicable, la cancelación de la inscripción del presente Contrato ante el RUG.

Upon delivery of the Termination Notice, the Pledgee shall execute and deliver any agreements, documents and instruments, and shall take all such other actions, to evidence the termination and release of the Pledge, as reasonably requested by the Pledgors, including but not limited to a termination agreement relating to this Agreement. Any costs and expenses derived from any action or document performed or delivered under this paragraph (d) or for the termination and release of the Pledge shall be borne exclusively by the Companies and the Pledgors. The Termination Notice duly signed by the Pledgee shall be sufficient evidence for the Pledgors to request the Companies to cancel the Pledge entry in the Shareholders' and/or Partners' Registry Book of each of the Companies and as the case may be, the cancelation of the registration of this Agreement before the RUG.

(e) El Acreedor Prendario también tendrá la facultad de liberar la Prenda en cualquier otro supuesto conforme al Contrato de Financiamiento, en el entendido de que, en ambos casos, los Deudores Prendarios serán responsables de cualquier costo y gasto en relación con dicha liberación.

(e) The Pledgor will also be entitled to release the Pledge in any other scenario as per the Financing Agreement, on the understanding that, in both cases, the Pledgors will be held liable to all costs and expenses regarding said release.

QUINTA. DERECHOS DE VOTO Y DERECHOS ECONÓMICOS.

(a) Salvo que un Evento de Incumplimiento ocurra y continúe ocurriendo, de conformidad con notificación por escrito que sea entregada a los Deudores Prendarios de conformidad con el formato adjunto a este Contrato como **Anexo "G"** informándoles que un Evento de Incumplimiento ha ocurrido y continúa (una "Notificación de Incumplimiento"), y mientras el Evento de Incumplimiento correspondiente continúe, los Deudores Prendarios tendrán el derecho de ejercer todos y cualesquier derechos económicos y corporativos derivados de los Bienes Pignorados.

(b) En caso de que se entregue una Notificación de Incumplimiento a los Deudores Prendarios y mientras el Evento de Incumplimiento correspondiente continúe, el poder especial otorgado en favor del Acreedor Prendario en términos de la Cláusula Quinta del presente Contrato surtirá plenos efectos a partir de la fecha en que se entregue la Notificación de Incumplimiento respectiva, y solamente el Acreedor Prendario tendrá el derecho de ejercer cualesquiera o todos los derechos correspondientes a los Bienes Pignorados.

(c) Salvo que ocurra o continúe un Evento de Incumplimiento, los Deudores Prendarios tendrán el derecho de recibir y mantener todos y cada uno de los dividendos y demás contribuciones de capital o utilidades de cualquier naturaleza pagados o pagaderos en efectivo, derivados de o relacionados con las Acciones y Partes Sociales.

SEXTA. PODER EN FAVOR DEL ACREEDOR PRENDARIO

Para los efectos de lo establecido en la Cláusula Cuarta del presente Contrato, cada uno de los Deudores Prendarios, simultáneamente a la ratificación de este Contrato, otorgarán ante notario público un poder especial irrevocable a favor del Acreedor Prendario, sustancialmente en los términos del **Anexo "H"**, de conformidad con el artículo 2,596 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de las entidades federativas de los Estados Unidos Mexicanos y la Ciudad de México, para autorizar

FIFTH. VOTING AND ECONOMIC RIGHTS.

(a) Unless an Event of Default takes place and continues to occur, in accordance with the written notice in the form attached to this Agreement as **Exhibit "G"** is delivered to the Pledgors informing them that an Event of Default has occurred and is continuing (a "Notice of Default"), and so long as the related Event of Default continues, the Pledgors shall have the right to exercise any and all economic and corporate rights derived from the Pledged Assets.

(b) In the event that a Notice of Default is delivered to the Pledgors and as long as the corresponding Event of Default continues, the special power of attorney granted in favor of the Pledgee in terms of Clause Fifth of this Agreement shall be fully effective as of the date on which the respective Notice of Default is delivered, and only the Pledgee shall have the right to exercise any and all rights corresponding to the Pledged Assets.

(c) Unless an Event of Default occurs and is continuing, the Pledgors shall have the right to receive and maintain any and all dividends and other capital distributions or profits of any kind paid or payable in cash, derived from or related with the Shares and Equity Interests.

SIXTH. POWER OF ATTORNEY IN FAVOR OF THE PLEDGEE

For purposes of Clause Fourth of this Agreement, each of the Pledgors, simultaneously with the ratification of this Agreement, shall grant before a notary public a special irrevocable power of attorney in favor of the Pledgee, substantially in the terms of **Exhibit "H"**, pursuant to Article 2,596 of the Federal Civil code and its correlative articles in the Civil Codes of the States of the Mexican United States and Mexico City, to authorize the Pledgee during the existence and continuation of a Default or Default Event to exercise such voting, corporate

al Acreedor Prendario durante la existencia y continuación de un Evento de Incumplimiento el ejercicio de dichos derechos de voto, corporativos y económicos sobre las Acciones y Partes Sociales en caso de que ocurra un Evento de Incumplimiento; en el entendido, sin embargo, que el poder conferido conforme a este párrafo estará sujeto a que se actualice el supuesto mencionado en la Cláusula Quinta anterior. El poder especial otorgado en términos de esta Cláusula permanecerá vigente hasta que todas las Obligaciones Garantizadas hayan sido legal, debida y puntualmente satisfechas, cumplidas, pagadas e irreversiblemente liquidadas en su totalidad a satisfacción del Acreedor Prendario.

and economic rights over the Shares and Equity Interests in case an Event of Default occurs; provided, however, that the power of attorney granted pursuant to this paragraph will be subject to the fulfillment of the condition mentioned in the Fifth Clause above. The special power of attorney granted in terms of this Clause shall remain in force until all the Guaranteed Obligations have been legally, duly and punctually satisfied, fulfilled, paid and irreversibly settled in full to the satisfaction of the Pledgee.

El Acreedor Prendario acepta que no ejercerá los poderes antes mencionados, a menos que un Evento de Incumplimiento haya ocurrido o continué.

The Pledgee hereby agrees that it will not exercise any rights under the abovementioned power of attorney unless an Event of Default has occurred and is continuing.

SÉPTIMA. OBLIGACIONES DEL DEUDOR PRENDARIO.

SEVENTH. OBLIGATIONS OF THE PLEDGOR.

Durante la vigencia del presente Contrato de Prenda y de acuerdo a lo establecido en el mismo, y de conformidad con la Ley Aplicable, los Deudores Prendarios deberán, salvo autorización previa, expresa y por escrito del Acreedor Prendario:

During the term of this Pledge Agreement, and pursuant to the terms contained herein and into Applicable Law, the Pledgors shall, except with the prior express written consent of the Pledgee:

(a) Cada Deudor Prendario se obliga a no permitir que las Sociedades: (i) aumenten o disminuyan su capital social, sin el consentimiento previo por escrito del Acreedor Prendario, (ii) modifiquen sus estatutos sociales con respecto a los derechos corporativos de sus accionistas o socios, sin el consentimiento previo por escrito del Acreedor Prendario, (iii) se escindan o fusionen, (iv) inicien cualquier procedimiento de concurso mercantil o quiebra, o cualquier procedimiento similar, conforme a la legislación aplicable, sin el consentimiento previo y por escrito del Acreedor Prendario o (v) aprueben la venta, transmisión y/o cesión de los Bienes Pignorados, o de la mayoría de los activos de las Sociedades, según corresponda, con excepción de cualquier venta de activos en el curso ordinario de negocios de cada una de las Sociedades o que estén permitidas en el Contrato de Financiamiento;

(a) Each Pledgor agrees that with respect to the Companies, it shall not: (i) increase of decrease their equity, without the prior written consent of the Pledgee (ii) permit the amendment of their by-laws related to corporate rights of the shareholders without the prior written consent of the Pledgee, (iii) permit their merger or split, (iv) permit the start of any bankruptcy process (*concurso mercantil*), or any similar process under the applicable legislation without the prior written notification to the Pledgee, or (v) approve the sale, transfer and/or assignment of the Pledged Assets, or of the majority of their assets, as applicable, except for any sale of assets in the ordinary course of business of each of the Companies and otherwise permitted by the Financing Agreement;

(b) Cada Deudor Prendario también se obliga a pignorar a favor del Acreedor Prendario todas las acciones y/o incrementos en sus partes sociales que las Sociedades emitan en su favor durante la vigencia del presente Contrato como consecuencia de un aumento de capital, decreto de dividendo en especie o por cualquier otro motivo (en los sucesivo, los "Bienes Pignorados Adicionales"), lo cual deberán realizar inmediatamente, pero en todo caso dentro de un plazo no mayor a 7 (siete) Días Hábiles contados a partir de que tengan derecho a recibir dichas acciones y/o incrementos en sus partes sociales (bajo el entendido de que dichos incrementos estarán sujetos a lo estipulado en el párrafo inmediato precedente);

(b) Each Pledgor shall also pledge in favor of the Pledgee all the shares and/or equity interest that the Companies issue in its favor during the term of this Agreement as a consequence of a capital increase, the decree of an in kind dividend or for any other reason (hereinafter, the "Additional Pledged Assets"), which shall be done immediately, within the following 7 (seven) Business Days after they have the right to receive such shares or increases to their equity interest (it being understood that any such issuance shall be subject to the immediately preceding paragraph);

(c) Salvo lo expresamente permitido en el Contrato de Financiamiento, cada Deudor Prendario se obliga a no cancelar, amortizar, gravar, vender, ceder o transmitir por cualquier concepto o medio, los Bienes Pignorados o los Bienes Pignorados Adicionales de los que sean propietarios durante la vigencia del presente Contrato, sin la aprobación previa y por escrito del Acreedor Prendario. En el mismo sentido, las Sociedades se obligan a no registrar ningún acto de los anteriormente descritos sin la aprobación previa y por escrito del Acreedor Prendario;

(c) Except as expressly permitted under the Financing Agreement, each Pledgor agrees not to cancel, redeem, pledge, sell, assign or transfer in any other way or form, the Pledged Assets or Additional Pledged Assets owned by it during the term of this Agreement without the prior written approval of the Pledgee. Likewise the Companies shall refrain from registering any of the above mentioned acts without the prior written consent of the Pledgee;

(d) Ejercer sus derechos como propietarios de los Bienes Pignorados en una manera consistente con los términos y condiciones de este Contrato, y abstenerse de realizar cualquier acto que pueda afectar negativamente la garantía del Acreedor Prendario en y sobre los Bienes Pignorados;

(d) Exercise its rights as owner of the Pledged Assets consistent with its terms and conditions, and refrain from doing any act that may adversely affect Pledgee's security interest in and to the Pledged Assets;

(e) Notificar por escrito al Acreedor Prendario inmediatamente tan pronto sea de su conocimiento, cualquier acción o reclamación que pueda afectar negativamente a la Prenda, a este Contrato o a los Bienes Pignorados, detallando dicha acción o reclamación y, salvo notificación por escrito del Acreedor Prendario en contrario, defender de manera diligente dichos derechos, títulos y garantías por cuenta propia;

(e) Notify the Pledgee in writing immediately upon becoming aware of any action or claim that may adversely affect the Pledge, this Agreement or the Pledged Assets, detailing such action or claim and, unless otherwise notified in writing by Pledgee, to diligently defend such rights, title and interest at its own expense;

(f) En cualquier momento y de tiempo en tiempo, sujeto a la solicitud por escrito que realice el Acreedor Prendario, y por cuenta y costo del Deudor Prendario que corresponda, deberán celebrar y entregar debida y oportunamente

(f) At any time and from time to time, subject to the written request made by Pledgee, and at the expense of the Pledgor as applicable, shall duly and timely execute and deliver any other instrument or document and take any further action as may be

cualesquier otro instrumento o documento y tomar cualesquiera acción posterior según se requiera bajo Ley Aplicable, con el propósito de obtener o preservar todos los beneficios de este Contrato y los derechos y poderes otorgados conforme al presente Contrato a favor del Acreedor Prendario;

required under Applicable Law, for the purpose of obtaining or preserving all benefits of this Agreement and the rights and powers granted under this Agreement in favor of Pledgee;

(g) Pagar e indemnizar oportuna y debidamente al Acreedor Prendario por cualesquiera impuestos, derecho, cargo, pago, cambio, cuota, imposición y/o gasto, corriente o futuro, que sean exigibles a la fecha o en cualquier tiempo durante la vigencia de la garantía constituida de acuerdo con la Ley Aplicable y este Contrato respecto de los Bienes Pignorados.

(g) Timely and duly pay and indemnify Pledgee for any and all current or future taxes, rights, charges, fees, payments, exchanges, assessments and/or expenses now or hereafter due and payable at the date of or at any time during the term of the security interest created pursuant to the Applicable Law and this Agreement with respect to the Pledged Assets.

OCTAVA. CUSTODIA DE LOS BIENES PIGNORADOS.

EIGHTH. RECEIPT OF THE PLEDGED ASSETS.

Las obligaciones del Acreedor Prendario relativas a la custodia y conservación de los Bienes Pignorados estarán limitadas a las obligaciones impuestas por la LGTOC.

Pledgee´s obligations in connection with the custody and conservation of the Pledged Assets are limited to those set forth in the LGTOC.

NOVENA. EJECUCIÓN.

NINTH. EXECUTION.

A partir de la fecha en que se entregue a los Deudores Prendarios una Notificación de Incumplimiento y mientras el Evento de Incumplimiento correspondiente continúe, y una vez concluido cualquier periodo de cura establecido en los Documentos del Crédito, el Acreedor Prendario podrá proceder a la ejecución judicial de la Prenda, con cargo a los Deudores Prendarios, en términos del artículo 341 de la LGTOC.

From the date on which a Notice of Default is delivered to the Pledgors and as long as the Event of Default continues, and once the remediation period established in the Loan Documents concludes, the Pledgee may proceed with the judicial execution of the Pledge, to be paid for by the Pledgors, in terms of article 341 of the LGTOC.

El Acreedor Prendario acepta que la ejecución de la Prenda podrá ser detenida en cualquier momento si los Deudores Prendarios u otros garantes o deudores bajo los Documentos del Crédito y/o las Sociedades exhiben, cumplen, subsanan y/o pagan en efectivo al Acreedor Prendario, las Obligaciones Garantizadas.

The Pledgee accepts that the Pledge’s execution may be detained at any time if the Pledgors, or other guarantors or debtors under the Loan Documents and/or the Companies present, comply, rectify and/or pay in cash the Secured Obligations to the Pledgee.

El producto obtenido de la venta de los Bienes Pignorados en ejecución de la Prenda será entregado al Agente Administrativo, para su aplicación conforme a lo establecido en los Documentos del Crédito. Una vez que las Obligaciones hayan sido totalmente pagadas a

The proceeds obtained from selling the Pledged Assets in execution of the Pledge shall be delivered to the Administrative Agent, for its application in accordance with the terms of the Loan Documents. Once the Secured Obligations have been fully paid at the satisfaction of the Pledgee, any remnant of

satisfacción del Acreedor Prendario, cualquier remanente de los productos obtenidos de la venta de las Acciones y/o Partes Sociales será entregado a los Deudores Prendarios. Por el contrario, en caso de que el producto de la venta sea insuficiente para el pago total de las Obligaciones Garantizadas, no se considerará que las Obligaciones Garantizadas han sido liberadas y pagadas en su totalidad, y, por lo tanto, los derechos del Acreedor Prendario para reclamar la porción no pagada continuarán en pleno efecto y vigor.

the proceeds obtained from the sale of the Shares and/or Equity Interests will be transferred to the Pledgors. On the contrary, in case the proceeds of the sale does not suffice to fully pay for all Secured Obligations, these shall not be considered released and fully paid for, and, therefore, the Pledgee's rights to claim the unpaid portion will remain in full force and effect.

En ningún caso el Acreedor Prendario será responsable por cualquier pérdida, daño o perjuicio relacionado con los Bienes Pignorados, como resultado de cualquier acto realizado conforme esta Cláusula, a menos que dicha pérdida, daño o perjuicio se derive de negligencia grave o mala fe por parte del Acreedor Prendario.

In no event shall Pledgee be liable for any loss, damage or injury relating to the Pledged Assets resulting from any act performed pursuant to this Clause, unless such loss, damage or injury arises from gross negligence or bad faith on the part of Pledgee.

DÉCIMA. INDEMNIZACIÓN.

TENTH INDEMNITY.

Los Deudores Prendarios deberán indemnizar al Acreedor Prendario y a sus funcionarios, empleados, representantes y asesores, excepto en caso de negligencia grave, dolo o mala fe de su parte, en contra de cualquier acción, procedimiento, demanda, reclamación, costo, gastos y cualquier otra obligación incurrida por el Acreedor Prendario y/o cualquiera de sus funcionarios, empleados, representantes y asesores, según lo establecido y sujeto a las limitaciones contenidas en el Contrato de Financiamiento.

The Pledgors shall indemnify the Pledgee and its officers, employees, representatives and advisors, except in case of gross negligence, willful misconduct or bad faith on their part, against any action, proceeding, suit, claim, cost, expense and any other liability incurred by the Pledgee and/or any of its officers, employees, representatives and advisors, as set forth in and subject to the limitations contained in the Financing Agreement.

DÉCIMA PRIMERA. NOTIFICACIONES A LAS PARTES.

ELEVENTH. NOTICES TO PARTIES.

Salvo previo cuerdo por escrito en contrario, cualesquier notificación, reclamo, solicitud, demanda, consentimiento, aprobación, designación, dirección, instrucción, certificado, reporte o cualesquier otra comunicación a ser entregada conforme al presente Contrato, deberá ser por escrito, y se entenderá entregada cuando (i) sea entregada personalmente, o (ii) enviada por servicio de mensajería reconocido internacionalmente, en cada caso en atención a la parte correspondiente a la dirección postal que se indica a continuación o a cualesquier otra dirección

Except as otherwise previously agreed in writing, any notice, claim, demand, request, demand, consent, approval, designation, direction, instruction, certificate, report or other communication to be given under this Agreement shall be in writing, and shall be deemed to be given when (i) delivered personally, or (ii) sent by internationally recognized courier service, in each case to the attention of the relevant party to the mailing address set forth below or to such other mailing address as may be notified by the relevant party to the other Parties hereto:

postal que pudiera llegar a notificar la parte relevante al resto de las Partes del presente:

Deudores Prendarios:

Dirección: Av. Marina Nacional 60, Tacuba, Miguel Hidalgo, 11400, Ciudad de México, México.
Atención: Eduardo Alberto Rodríguez Rached y Diana Patricia Abril
Teléfono: +52 55 4349 4012
Correo electrónico: eduardo.rodriguez@agilethought.com y diana.abril@agilethought.com

Pledgors:

Address: Av. Marina Nacional 60, Tacuba, Miguel Hidalgo, 11400, Mexico City, Mexico.
Attention: Eduardo Alberto Rodríguez Rached and Diana Patricia Abril
Telephone: +52 55 4349 4012
E-mail: eduardo.rodriguez@agilethought.com and diana.abril@agilethought.com

Acreedor Prendario:

Dirección: Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, NY 10155
Correo electrónico: BlueTorchAgency@alterdomus.com

Pledgee:

Address: Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, NY 10155
E-mail: BlueTorchAgency@alterdomus.com

Con copia para:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: + 1 (469) 709-1839
Correo electrónico: bluetorch.loanops@seic.com

With a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: + 1 (469) 709-1839
E-mail: bluetorch.loanops@seic.com

Sociedades:

Dirección: Av. Marina Nacional 60, Tacuba, Miguel Hidalgo, 11400, Ciudad de México, México.
Atención: Eduardo Alberto Rodríguez Rached y Diana Patricia Abril
Teléfono: +52 55 4349 4012
Correo electrónico: eduardo.rodriguez@agilethought.com y diana.abril@agilethought.com

Companies:

Address: Av. Marina Nacional 60, Tacuba, Miguel Hidalgo, 11400, Mexico City, Mexico.
Attention: Eduardo Alberto Rodríguez Rached and Diana Patricia Abril
Telephone: +52 55 4349 4012
E-mail: eduardo.rodriguez@agilethought.com and diana.abril@agilethought.com

La notificación de cambio de dirección para efectos de la presente Cláusula surtirá efectos al momento de su recepción. En caso de que cualquiera de las partes modifique su dirección o cualquier otro dato deberá notificar al resto de las partes a más tardar

The notification of change of address for the purposes of this Clause shall be effective upon receipt. In the event that any of the parties modifies its address or any other data, it shall notify the rest of the parties no later than 10 (ten) Business Days

10 (diez) Días Hábiles posteriores a dicha modificación. De lo contrario, cualquier notificación realizada en la última dirección registrada del receptor se entenderá como válida y surtirá todos los efectos legales a que haya lugar.

after such modification. Otherwise, any notice given at the last registered address of the recipient shall be deemed valid and shall have all legal effects.

DÉCIMA SEGUNDA. GASTOS

Todos los honorarios, costos, gastos, impuestos, derechos y cargas derivados de la celebración del presente Contrato y el otorgamiento de esta Prenda y cualquier modificación, así como relacionado con su ejecución, serán pagados por los Deudores Prendarios, dentro de los 30 (treinta) días siguientes a la fecha de recepción de la factura correspondiente, cuyo plazo se podrá ampliar por acuerdo entre las Partes.

TWELFTH. EXPENSES

All fees, costs, expenses, taxes, rights and charges that derive from the execution of this Agreement and the granting of this Pledge and any amendment thereafter, as well as those related with its execution, will be paid by the Pledgors within the following 30 (thirty) days after receipt of the corresponding invoice, said term may be extended by agreement between the Parties.

DÉCIMA TERCERA. MODIFICACIONES.

Este Contrato no podrá ser modificado, suplementado, renunciado o de alguna otra manera modificado excepto mediante acuerdo firmado por todas las Partes, en el entendido de que cualquier modificación o complemento a este Contrato deberá ser ratificado ante notario público.

THIRTEENTH. AMENDMENTS.

This Agreement may not be modified, supplemented, waived or otherwise amended except by signed agreement of all Parties, provided that any amendment or supplement to this Agreement must be ratified before a notary public.

DÉCIMA CUARTA. EJEMPLARES.

Este Contrato podrá ser firmado en más de un ejemplar, bajo el entendido de que cada uno de los cuales se considerará un original y todos en su conjunto y cada uno de ellos constituirán el mismo instrumento.

FOURTEENTH. COUNTERPARTS.

This Agreement may be executed in more than one counterpart, provided that each copy shall be deemed an original and all of which together shall constitute one and the same instrument.

DÉCIMA QUINTA. AUTONOMÍA DE LAS DISPOSICIONES

Si cualquier cláusula del presente Contrato es declarada por autoridad competente como inválida, ilegal o inexigible, salvo por lo dispuesto por ley, la validez, legalidad y exigibilidad del resto de las cláusulas del presente Contrato no se verán afectadas o limitadas en ninguna manera.

FIFTEENTH. AUTONOMY OF THE PROVISIONS.

If any provision of this Agreement is declared by a competent authority to be invalid, illegal or unenforceable, except as provided by law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or limited in any way.

DÉCIMA SEXTA. CESIÓN.

El Acreedor Prendario podrá ceder o transferir por cualesquiera medios legalmente permitidos sus derechos bajo este Contrato, parcial o totalmente, a cualquier persona y dicha persona tendrá para sí todos los correspondientes beneficios otorgados al Acreedor Prendario bajo este Contrato.

SIXTEENTH. ASSIGNMENT.

The Pledgee may assign or transfer by any legally permissible means its rights under this Agreement, totally or partially, to any person other than a Disqualified Assignee (and such person shall have for itself all the corresponding benefits granted to the Pledgee under this Agreement.

Ninguno de los derechos y obligaciones de los Deudores Prendarios o de las Sociedades bajo este

None of the rights and obligations of the Pledgors or of the Companies under this Agreement may be

Contrato podrán ser cedidos o de manera alguna transferidos sin el previo consentimiento y por escrito del Acreedor Prendario.

assigned or otherwise transferred without the prior written consent of the Pledgee.

DÉCIMA SÉPTIMA. LEY APLICABLE; JURISDICCIÓN.

Para todo lo relativo a la interpretación y cumplimiento del presente Contrato, las Partes en este acto se someten, de manera expresa e irrevocable, a las leyes aplicables de México, y a la jurisdicción de los tribunales del fuero local competentes de la Ciudad de México, y renuncian, de manera expresa e irrevocable, a cualquier otra jurisdicción que pudiere corresponderles en virtud de sus respectivos domicilios presentes o futuros, la ubicación de sus bienes o por cualquier otra razón.

SEVENTEENTH. APPLICABLE LAW; JURISDICTION.

For all matters related to the interpretation and performance of this Agreement, the Parties hereby submit, expressly and irrevocably, to the applicable laws of Mexico, and to the jurisdiction of the local courts with jurisdiction of Mexico City, and expressly and irrevocably waive any other venue to which they may be entitled pursuant to their respective present or future addresses, the location of their property, or otherwise.

DÉCIMA OCTAVA. IDIOMA.

El presente Contrato es otorgado en idioma inglés y español; en el entendido, que, para todos los efectos legales, la versión en español será la que prevalezca.

EIGHTEENTH. LANGUAGE.

This Agreement is delivered both in the English and Spanish languages, in the understanding, that, for all legal effects the Spanish version shall prevail.

[*El resto de la página se deja intencionalmente en blanco*]

[*Reminder of this page is intentionally left blank*]

EN TESTIMONIO DE LO ANTERIOR, las Partes suscriben el presente Contrato por medio de sus representantes, en la Ciudad de México, México, este 06 de enero de 2023.

IN WITNESS OF THE FOREGOING, the Parties hereto have executed this Agreement through its representatives, in Mexico City, Mexico, on January 06, 2023.

LOS DEUDORES PRENDARIOS/ THE PLEDGORS:

IT GLOBAL HOLDING, LLC.
QMX INVESTMENT HOLDING USA, INC.
ENTREPIDS TECHNOLOGY INC.
AGILETHOUGHT, INC.
4TH SOURCE MEXICO, LLC.
4TH SOURCE, LLC.

Por/By: _____
Nombre/ Name: Manuel Senderos Fernández
Cargo/Title: Representante Legal

EL ACREEDOR PRENDARIO/ THE PLEDGEE:

BLUE TORCH FINANCE LLC

Por/By:_____
Nombre/ Name: Alejandro Alfonso Sánchez Mújica Almada
Cargo/Title: Legal Representative

CON LA COMPARECENCIA, RECONOCIMIENTO Y CONSENTIMIENTO DE LAS SOCIEDADES/ WITH THE APPEARANCE, ACKNOWLEDGEMENT AND CONSENT OF THE COMPANIES

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.
AGILETHOUGHT MEXICO, S.A. DE C.V.
AN DATA INTELLIGENCE, S.A. DE C.V.
AN EXTEND, S.A. DE C.V.
AN UX, S.A. DE C.V.
FAKTOS INC, S.A.P.I. DE C.V.
FACULTAS ANALYTICS, S.A.P.I. DE C.V.
ENTREPIDS MEXICO, S.A. DE C.V.
AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.
AGILETHOUGHT SERVICIOS MEXICO, S.A. DE C.V.
CUARTO ORIGEN, S. DE R.L. DE C.V.
AN EVOLUTION, S. DE R.L. DE C.V.

Por/By: _____
Nombre/ Name: Manuel Senderos Fernández
Cargo/Title: Representante Legal

Anexo "A"/ Exhibit "A"
Contrato de Financiamiento / Financing Agreement

[SE ADJUNTA POR SEPARADO / ATTACHED IN A SEPARATE PAGE]

Anexo "B"/ Exhibit "B"

Poderes Deudores Prendarios / Pledgors Powers of Attorney

Deudores Prendarios / Pledgors	**Poderes/ Powers of Attorney**
IT Global Holding, LLC.	Escritura pública número 83,576 de fecha 12 de noviembre de 2018, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 83,576 dated November 12, 2018, granted before the notary public Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
QMX Investment Holding USA, Inc.	Escritura pública número 83,580 de fecha 12 de noviembre de 2018, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 83,580 dated November 12, 2018, granted before the faith of Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
Entrepids Technology Inc.	Escritura pública número 83,616 de fecha 14 de noviembre de 2018, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 83,616 dated November 14, 2018, granted before the Notary Public Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
Agilethought, Inc.	Escritura pública número 94,836 de fecha 15 de diciembre de 2021, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 94,836 dated December 15, 2021, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
4th Source Mexico, LLC.	Escritura pública número 98,008 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,008 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
4th Source, LLC.	Escritura pública número 88,327 de fecha 17 de enero de 2020, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 88,327 dated January 17, 2020, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*

EXECUTION VERSION

Anexo "C"/ Exhibit "C"

Acciones y Partes Sociales / Shares and Equity Interests

Acciones propiedad de IT Global Holding, LLC./ Shares owned by IT Global Holding, LLC:

1.- 50,000 (cincuenta mil) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "A", Clase "I", representativas del capital social fijo de AgileThought Digital Solutions, S.A.P.I. de C.V. / 50,000 (fifty thousand) ordinary, nominative shares, without expression of par value, Series "A", Class "I", representing the fixed capital stock of AgileThought Digital Solutions, S.A.P.I. de C.V.

2.- 102,864,311 (ciento dos millones ochocientas sesenta y cuatro mil trescientas once) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "B", Clase "II", representativas del capital social variable de AgileThought Digital Solutions, S.A.P.I. de C.V. / 102,864,311 (one hundred and two million eight hundred and sixty-four thousand three hundred and eleven) ordinary, nominative shares, without par value, Series "B", Class "II", representing the variable capital stock of AgileThought Digital Solutions, S.A.P.I. de C.V.

3.- 1 (una) acción ordinaria, nominativa, sin expresión de valor nominal, Serie "B", Clase "II", representativa del capital social variable de AgileThought Digital Solutions, S.A.P.I. de C.V. / 1 (one) ordinary, nominative share, without par value, Series "B", Class "II", representing the variable capital stock of AgileThought Digital Solutions, S.A.P.I. de C.V.

4.- 1 (una) acción ordinaria, nominativa, sin expresión de valor nominal, Serie "A", representativa del capital social fijo de AgileThought México, S.A. de C.V. / 1 (one) ordinary, nominative share, without par value, Series "A", representing the fixed capital stock of AgileThought México, S.A. de C.V.

5.- 49,999 (cuarenta y nueve mil novecientas noventa y nueve) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "A", representativas del capital social fijo de AN Data Intelligence, S.A. de C.V. / 49,999 (forty-nine thousand nine hundred ninety-nine) ordinary, nominative shares, without par value, Series "A", representing the fixed capital stock of AN Data Intelligence, S.A. de C.V.

6.- 49,999 (cuarenta y nueve mil novecientas noventa y nueve) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "A", representativas del capital social fijo de AN Extend, S.A. de C.V. / 49,999 (forty-nine thousand nine hundred ninety-nine) ordinary, nominative shares, without par value, Series "A", representing the fixed capital stock of AN Extend, S.A. de C.V.

7.- 49 (cuarenta y nueve) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "A", representativas del capital social fijo de AN UX, S.A. de C.V. / 49 (forty-nine) ordinary, nominative shares, without par value, Series "A", representing the fixed capital stock of AN UX, S.A. de C.V.

8.- 36,617 (treinta y seis mil seiscientas diecisiete) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "B", representativas del capital social variable de AN UX, S.A. de C.V. / 36,617 (thirty-six thousand six hundred seventeen) ordinary, nominative shares, without par value, Series "B", representing the variable capital stock of AN UX, S.A. de C.V.

9.- 7,463 (siete mil cuatrocientas sesenta y tres) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "B", representativas del capital social variable de AN UX, S.A. de C.V. / 7,463 (seven thousand four hundred sixty-three) ordinary, nominative shares, without par value, Series "B", representing the variable capital stock of AN UX, S.A. de C.V.

10.- 2,147 (dos mil ciento cuarenta y siete) acciones ordinarias, nominativas, con valor nominal de MXN$1.00 (un peso), Serie “A”, representativas del capital social fijo de Faktos Inc., S.A.P.I. de C.V. / 2,147 (two thousand one hundred forty-seven) ordinary, nominative shares, with a par value of MXN$1.00 (one peso), Series "A", representing the fixed capital stock of Faktos Inc., S.A.P.I. de C.V.

11.- 1 (una) acción ordinaria, nominativa, con valor nominal de MXN$1.00 (un peso), Serie “A”, representativa del capital social fijo de Faktos Inc., S.A.P.I. de C.V. / 1 (one) ordinary, nominative share, with a par value of MXN$1.00 (one peso), Series "A", representing the fixed capital stock of Faktos Inc., S.A.P.I. de C.V.

12.- 2,192 (dos mil ciento noventa y dos) acciones ordinarias, nominativas, con valor nominal de MXN$1.00 (un peso), Serie “P”, representativas del capital social variable de Faktos Inc., S.A.P.I. de C.V. / 2,192 (two thousand one hundred ninety-two) ordinary, nominative shares, with a par value of MXN $1.00 (one peso), Series "P", representing the variable capital stock of Faktos Inc., S.A.P.I. de C.V.

13.- 2,666 (dos mil seiscientas sesenta y seis) acciones ordinarias, nominativas, con valor nominal de MXN$1.00 (un peso), Serie “A”, representativas del capital social fijo de Facultas Analytics, S.A.P.I. de C.V. / 2,666 (two thousand six hundred sixty-six) ordinary, nominative shares, with a par value of MXN $1.00 (one peso), Series "A", representing the fixed capital stock of Facultas Analytics, S.A.P.I. de C.V.

14.- 1 (una) acción ordinaria, nominativa, con valor nominal de MXN$1.00 (un peso), Serie “A”, representativa del capital social fijo de Facultas Analytics, S.A.P.I. de C.V. / 1 (one) ordinary, nominative share, with a par value of MXN $1.00 (one peso), Series "A", representing the fixed capital stock of Facultas Analytics, S.A.P.I. de C.V.

15.- 2,722 (dos mil setecientas veintidós) acciones ordinarias, nominativas, con valor nominal de MXN$1.00 (un peso), Serie “P”, representativas del capital social variable de Facultas Analytics, S.A.P.I. de C.V. / 2,722 (two thousand seven hundred and twenty-two) ordinary, nominative shares, par value MXN$1.00 (one peso), Series "P", representing the variable capital stock of Facultas Analytics, S.A.P.I. de C.V.

Acciones propiedad de QMX Investment Holding USA, Inc. / Shares owned by QMX Investment Holding USA, Inc:

1.- 49,999 (cuarenta y nueve mil novecientas noventa y nueve) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie “A”, representativas del capital social fijo de AgileThought México, S.A. de C.V. / 49,999 (forty-nine thousand nine hundred ninety-nine) ordinary, nominative shares, without par value, Series "A", representing the fixed capital stock of AgileThought México, S.A. de C.V.

2.- 262,400,000 (doscientas sesenta y dos millones cuatrocientas mil) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie “B”, representativas del capital social variable de AgileThought México, S.A. de C.V. / 262,400,000 (two hundred sixty-two million four hundred thousand) ordinary, nominative shares, without par value, Series "B", representing the variable capital stock of AgileThought México, S.A. de C.V.

Acciones propiedad de Entrepids Technology Inc./ Shares owned by Entrepids Technology Inc:

1.- 2,999 (dos mil novecientas noventa y nueve) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie “A”, representativas del capital social fijo de Entrepids México, S.A. de C.V. / 2,999 (two

thousand nine hundred ninety-nine) ordinary, nominative shares, without par value, Series "A", representing the fixed capital stock of Entrepids México, S.A. de C.V. 2.

Acciones propiedad de Agilethought Inc./ Shares owned by Agilethought Inc:

1.- 1 (una) acción ordinaria, nominativa, sin expresión de valor nominal, Serie "A", Clase "I", representativa del capital social fijo de AgileThought Servicios Administrativos, S.A. de C.V. / 1 (one) ordinary nominative share, without par value, Series "A", Class "I", representative of the fixed capital stock of AgileThought Servicios Administrativos, S.A. de C.V.

2.- 49,999 (cuarenta y nueve mil novecientas noventa y nueve) acciones ordinarias, nominativas, sin expresión de valor nominal, Serie "A", Clase "I", representativas del capital social fijo de AgileThought Servicios México, S.A. de C.V. / 49,999 (forty-nine thousand nine hundred ninety-nine) ordinary, nominative shares, without par value, Series "A", Class "I", representing the fixed capital stock of AgileThought Servicios México, S.A. de C.V.

Partes Sociales propiedad de 4th Source Mexico, LLC/ Equity Interest owned by 4th Source Mexico, LLC:

1.- 1 (una) parte social representativa del 1% (Uno por ciento) del capital social de Cuarto Origen, S. de R.L. de C.V. / 1 (one) equity interest representative of 1% (One percent) of the capital stock of Cuarto Origen, S. de R.L. de C.V.

Partes Sociales propiedad de 4th Source, LLC / Equity Interest owned by 4th Source, LLC:

1.- 1 (una) parte social representativa del 99% (Noventa y nueve por ciento) del capital social de Cuarto Origen, S. de R.L. de C.V. / 1 (one) equity interest representative of 99% (Ninety-nine percent) of the capital stock of Cuarto Origen, S. de R.L. de C.V.

Partes Sociales propiedad de IT Global Holding, LLC./ Equity Interest owned by IT Global Holding, LLC:

1.- 1 (una) parte social representativa del 99.99% (noventa y nueve punto noventa y nueve por ciento) del capital social de AN Evolution, S. de R.L. de C.V. / 1 (one) equity interest representative of 99.99% (ninety-nine point ninety-nine percent) of the capital stock of AN Evolution, S. de R.L. de C.V.

Partes Sociales propiedad de Agilethought Inc./ Equity Interest owned by Agilethought Inc:

1.- 1 (una) parte social representativa del 0.01% (cero punto cero uno por ciento) del capital social de la AN Evolution, S. de R.L. de C.V. / 1 (one) equity interest representative of 0.01% (zero point zero one percent) of the capital stock of AN Evolution, S. de R.L. de C.V.

Anexo "D" / Exhibit "D"

Poder Acreedor Prendario / Pledgee Power of Attorney

Acreedor Prendario / Pledgee	**Poderes / Powers of Attorney**
Blue Torch Finance LLC	Escritura pública número 1,002 de fecha 29 de diciembre de 2022, otorgada ante la fe del licenciado Eduardo Manautou Roesch, Notario Público número 125 de Monterrey, Nuevo León, México. / *Public deed number 1,002 dated December 29, 2022, granted before the Notary Public Eduardo Manautou Roesch, Notary Public number 125 of Monterrey, Nuevo León, México.*

Anexo "E" / Exhibit "E"

Poderes Sociedades / Companies Powers of Attorney

Sociedades / Companies	**Poderes / Powers of Attorney**
AgileThought Digital Solutions, S.A.P.I. de C.V.	Escritura pública número 98,002 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,002 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AgileThought Mexico, S.A. de C.V.	Escritura pública número 98,003 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,003 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AN Data Intelligence, S.A. de C.V.	Escritura pública número 97,999 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 97,999 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AN Extend, S.A. de C.V.	Escritura pública número 97,995 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 97,995 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AN UX, S.A. de C.V.	Escritura pública número 98,007 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,007 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
Faktos Inc, S.A.P.I. de C.V.,	Escritura pública número 98,001 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,001 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
Facultas Analytics, S.A.P.I. de C.V.	Escritura pública número 98,023 de fecha 21 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,023 dated December 21, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
Entrepids México, S.A. de C.V.	Escritura pública número 97,998 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 97,998 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AgileThought Servicios Administrativos, S.A. de C.V.	Escritura pública número 98,004 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público

	número 94 de la Ciudad de México, México. / *Public deed number 98,004 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AgileThought Servicios México, S.A. de C.V.,	Escritura pública número 98,005 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,005 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
Cuarto Origen, S. de R.L. de C.V.	Escritura pública número 98,000 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 98,000 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*
AN Evolution, S. de R.L. de C.V.	Escritura pública número 97,996 de fecha 20 de diciembre de 2022, otorgada ante la fe del licenciado Erik Namur Campesino, Notario Público número 94 de la Ciudad de México, México. / *Public deed number 97,996 dated December 20, 2022, granted before the faith of Mr. Erik Namur Campesino, Notary Public number 94 of Mexico City, Mexico.*

EXECUTION VERSION

Anexo "F" / Exhibit "F"

Formato Notificación de Terminación / Form of Termination Notice

[FECHA] [DATE]

[*]
[Dirección]
Atención: [*]

[*]
[Address]
Attention: [*]

Hacemos referencia al Contrato de Prenda sobre Acciones y Partes Sociales de fecha [*] de [*] de [*] (según sea modificado y/o reexpresado de tiempo en tiempo, el "Contrato"), celebrado entre [*], como deudores prendarios (cada uno un "Deudor Prendario", y conjuntamente, los "Deudores Prendarios"); [*], como acreedor prendario (en dicho carácter, junto con sus sucesores y cesionarios en dicho carácter, el "Acreedor Prendario"), con la comparecencia, reconocimiento y consentimiento de [*], [*], y [*] como las sociedades (las "Sociedades"). Los términos utilizados con mayúscula inicial en la presente y que no se encuentren definidos en la misma, tendrán el significado que se les atribuye en el Contrato.

We refer to the Share and Equity Interest Pledge Agreement dated as of [*], [*] (as amended and/or restated from time to time, the "Agreement"), made between [*], as Pledgors (each a "Pledgor", and collectively, the "Pledgors"); [*], as pledgee (in such capacity, together with their successors and assigns in such capacity, the "Pledgee"), with the appearance, acknowledgement and consent of [*], [*], and [*] as the companies, (the "Companies"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Por medio de la presente Notificación de Terminación, el suscrito, en su capacidad de Acreedor Prendario de conformidad con el Contrato, en este acto confirma que todas las Obligaciones Garantizadas han sido satisfechas y pagadas en su totalidad, y por lo tanto en este acto (i) conviene en que el Contrato se termine; y (ii) autoriza a las Sociedades a cancelar de su respectivo Libro de Registro de Accionistas y/o Socios, las anotaciones realizadas con respecto al Contrato y la Prenda.

By this Notice of Termination, the undersigned, in its capacity as Pledgee under the Agreement, hereby confirms that all of the Secured Obligations have been satisfied and paid in full, and therefore hereby (i) agrees that the Agreement is terminated; and (ii) authorizes the Companies to cancel from its respective Shareholders and/ or Partners Registry Book, the entries made with respect to the Agreement and the Pledge.

Atentamente,

[●],
como Acreedor Prendario

Por: [*]
Nombre: [*]
Cargo: [*]

Sincerely,

[●],
as Pledgee

By: [*]
Name: [*] Name: [*]
Title: [*]

Anexo "G" / Exhibit "G"

Formato Notificación de Incumplimiento / Form of Notice of Default

[FECHA] [DATE]

[*]
[Dirección]
Atención: [*]

[*]
[Address]
Attention: [*]

Esta Notificación de Incumplimiento se entrega de conformidad con la Cláusula Quinta del Contrato de Prenda sobre Acciones y Partes Sociales de fecha [*] de [*] de [*] (según sea modificado y/o reexpresado de tiempo en tiempo, el "Contrato"), celebrado entre [*], como deudores prendarios (cada uno un "Deudor Prendario", y conjuntamente, los "Deudores Prendarios"); [*], como acreedor prendario (en dicho carácter, junto con sus sucesores y cesionarios en dicho carácter, el "Acreedor Prendario"), con la comparecencia, reconocimiento y consentimiento de [*], [*], y [*] como las sociedades (las "Sociedades"). Los términos utilizados con mayúscula inicial en la presente y que no se encuentren definidos en la misma, tendrán el significado que se les atribuye en el Contrato.

This Notice of Default is given pursuant to Clause Fifth of the Share and Equity Interest Pledge Agreement dated as of [*], [*] (as amended and/or restated from time to time, the "Agreement"), made between [*], as Pledgors (each a "Pledgor", and collectively, the "Pledgors"); [*], as pledgee (in such capacity, together with their successors and assigns in such capacity, the "Pledgee"), with the appearance, acknowledgement and consent of [*], [*], and [*] as the companies, (the "Companies"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

Le informamos que un Evento de Incumplimiento consistente en [*] ha ocurrido y continúa; por lo tanto, a partir de la entrega de esta Notificación de Incumplimiento, el Acreedor Prendario estará autorizado para ejercer todos y cada uno de los derechos otorgados al Acreedor Prendario bajo el Contrato que estaban sujetos a la entrega de la Notificación de Incumplimiento.

Please be advised that an Event of Default consisting of [*] has occurred and is continuing; therefore, upon delivery of this Notice of Default, Pledgee shall be entitled to exercise any and all rights granted to Pledgee under the Agreement that were subject to the delivery of the Notice of Default.

Atentamente,

Por: [*]
Nombre: [*]
Cargo: [*]

Sincerely,

By: [*]
Name: [*] Name: [*]
Title: [*]

Anexo "H" / Exhibit "H"

Formato Poder / Form of Power of Attorney

[*El presente Poder deberá se otorgado ante un Notario Público Mexicano*]

[*This Power of Attorney must be executed before a Mexican Notary Public*].

PODER ESPECIAL

SPECIAL POWER OF ATTORNEY

En la Ciudad de [*] el [*] de [*], ante mí [*], Notario Público, compareció el Señor [**] en su carácter de representante de [*Deudor Prendario*] (la "Sociedad") una sociedad debidamente constituida y existente de conformidad con las leyes de los Estados Unidos Mexicanos, con domicilio en [*], y expone:

In the City of [*] the [*] day of [*], before me [*], Notary Public, appeared Mr. [**] in his capacity as representative of [*Pledgor*] (the "Company") a company duly incorporated and existing under the laws of the United Mexican States, with domicile in [*], and states:

Que en nombre y representación de la Sociedad y de conformidad con los poderes que le confiere la Sociedad, por medio del presente otorga:

That in the name and on behalf of the Company and pursuant to the powers conferred upon it by the Company, it hereby grants:

Un PODER ESPECIAL IRREVOCABLE en términos del primer y segundo párrafo del artículo 2,554 y el artículo 2,596 del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de las entidades federativas de los Estados Unidos Mexicanos y la Ciudad de México, a favor de [*], o las personas que éste designe, en su capacidad de Acreedor Prendario bajo el Contrato de Prenda sobre Acciones y Partes Sociales de fecha [*] de [*] de [*] (según sea modificado y/o reexpresado de tiempo en tiempo, el "Contrato de Prenda"), celebrado entre [*], como deudores prendarios (cada uno un "Deudor Prendario", y conjuntamente, los "Deudores Prendarios"); [*], como acreedor prendario (en dicho carácter, junto con sus sucesores y cesionarios en dicho carácter, el "Acreedor Prendario"), con la comparecencia, reconocimiento y consentimiento de [*], [*], y [*] como las sociedades (las "Sociedades"), a fin de que, en caso de un Evento de Incumplimiento, en nombre y representación del Deudor Prendario: (i) defender los Bienes Pignorados contra cualquier reclamación o demanda; (ii) ejercer todos los derechos económicos y corporativos correspondientes a los Bienes Pignorados, incluyendo el derecho de asistir a cualquier asamblea de accionistas/socios y ejercer los derechos de voto correspondientes a esos Bienes Pignorados; y (iii) realizar cualquier pago o disposición de fondos a fin de aplicar cualquier monto recibido con motivo del ejercicio de los

A SPECIAL, IRREVOCABLE POWER OF ATTORNEY pursuant to the provisions of paragraph first and second of article 2,554 and article 2,596 of the Federal Civil code and its correlative articles in the Civil Codes of the States of the United Mexican States and Mexico City, in favor of [*], or the persons designated by it, in its capacity as Pledgee of the Share and Equity Interest Pledge Agreement dated as of [*], [*] (as amended and/or restated from time to time, the "Pledge Agreement"), made between [*], as Pledgors (each a "Pledgor", and collectively, the "Pledgors"); [*], as pledgee (in such capacity, together with their successors and assigns in such capacity, the "Pledgee"), with the appearance, acknowledgement and consent of [*], [*], and [*] as the companies, (the "Companies")., in order that, in an Event of Default, in name and on behalf of the Pledgor: (i) defend the Pledged Assets against any claim or lawsuit; (ii) exercise all economic and corporate rights pertaining to the Pledged Assets, including the right to attend any shareholders/partners meeting and exercise the voting rights pertaining to such Pledged Assets; and (iii) make any payment or disposition of funds in order to apply any amounts received by reason of the exercise of the rights inherent in the Pledged Assets, or by reason of their expropriation, conveyance or enforcement in any proceeding, to the payment of the Secured Obligations.

derechos inherentes a los Bienes Pignorados, o con motivo de su expropiación, transmisión o ejecución en cualquier procedimiento, al pago de las Obligaciones Garantizadas. Adicionalmente, en caso de que ocurra y continué un Evento de Incumplimiento, en este acto el Deudor Prendario renuncia a lo establecido en el artículo 344 (trescientos cuarenta y cuatro) de la LGTOC, en el entendido de que el Acreedor Prendario no necesitará del consentimiento expreso de del Deudor Prendario para hacerse dueño de los Bienes Pignorados correspondientes.

Additionally, in the event that an Event of Default occurs and continues, the Pledgor hereby waives the provisions of Article 344 (three hundred and forty-four) of the LGTOC, in the understanding that the Pledgee shall not need the express consent of the Pledgor to become the owner of the corresponding Pledged Assets.

Dentro de la especialidad de este poder, el Acreedor Prendario gozará de facultades de delegación, facultades para pleitos y cobranzas, actos de administración de conformidad con el primer y segundo párrafo del artículo 2,554 (dos mil quinientos cincuenta y cuatro) del Código Civil Federal y sus artículos correlativos de los Códigos Civiles de las entidades federativas de los Estados Unidos Mexicanos y la Ciudad de México.

Within the specialty of this power of attorney, the Pledgee shall enjoy powers of delegation, powers for lawsuits and collections and acts of administration of paragraph first and second of article 2,554 (two thousand five hundred and fifty four) of the Federal Civil Code and its correlative articles of the Civil Codes of the federal states of the United Mexican States and Mexico City.

Este poder dejará de estar en vigor al terminar el Contrato de Prenda.

This power of attorney will cease to be in effect upon termination of the Pledge Agreement.

Para efectos del párrafo quinto del Artículo 2554 del Código Civil Federal, el mismo se transcribe a continuación:

For purposes of the fifth paragraph of Article 2554 of the Federal Civil Code, the same is transcribed below:

"*Artículo 2554. En todos los poderes generales para pleitos y cobranzas bastará que se diga que se otorga con todas las facultades generales y las especiales que requieran cláusula especial conforme a la ley para que se entiendan conferidos sin limitación alguna.*

En los poderes generales para administrar bienes, bastará expresar que se dan con este carácter para que el apoderado tenga toda clase de facultades administrativas.

En los poderes generales, para ejercer actos de dominio, bastará que se den con ese carácter para que el apoderado tenga todas las facultades de dueño, tanto en lo relativo a los bienes, como para hacer toda clase de gestiones, a fin de

"Article 2554. In all general powers of attorney for lawsuits and collections, it shall be sufficient to state that it is granted with all the general powers and the special powers that require a special clause in accordance with the law for them to be understood as conferred without any limitation whatsoever.

In the general powers of attorney to administer assets, it will be sufficient to express that they are given in this capacity for the attorney-in-fact to have all kinds of administrative powers.

In the general powers of attorney to exercise acts of dominion, it will be enough that they are given with this character so that the attorney-in-fact has all the faculties of owner, as much in the relative thing to the goods, as to make all class of

defenderlos.

managements, in order to defend them.

Cuando se quisieren limitar, en los tres casos antes mencionados, las facultades de los apoderados, se consignarán las limitaciones, o los poderes serán especiales.

When, in the three aforementioned cases, the powers of the attorneys-in-fact are to be limited, the limitations shall be stated, or the powers of attorney shall be special.

Los Notarios insertarán este Artículo en los testimonios de los poderes que otorguen."

Notaries shall insert this Article in the testimonies of the powers of attorney they grant."

EN TESTIMONIO DE LO CUAL, el presente poder se otorga como un instrumento público y se entrega el [*] de [*] de [*].

IN WITNESS WHEREOF, this power of attorney is executed as a public instrument and delivered this [*] day of [*], [*], [*].

EXHIBIT 9

Amendment No. 4 to the Prepetition 1L Financing Agreement

EXECUTION VERSION

AMENDMENT NO. 4
TO FINANCING AGREEMENT

AMENDMENT NO. 4 TO FINANCING AGREEMENT, dated as of March 7, 2023 (this "Amendment"), to Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, this Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Loan Parties have requested that the Agents and the Lenders amend certain terms and conditions of the Financing Agreement; and

WHEREAS, the Agents and the Lenders party hereto (constituting the Required Lenders) are willing to amend such terms and conditions of the Financing Agreement on the terms and conditions set forth herein.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments. The Financing Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and (ii) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. (i) Except for Section 6.1(h)(iii) of the Financing Agreement as a result of past due balances in respect of the specific Material Contracts set forth on Annex B, the representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document on or immediately prior to the Amendment No. 4

Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and (ii) after giving effect to the Amendment No. 4 Waiver (as defined below), no Default or Event of Default has occurred and is continuing as of the Amendment No. 4 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Financing Agreement, as amended by this Amendment, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Financing Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(d) Enforceability of Loan Documents. This Amendment, the Financing Agreement (as amended by this Amendment) and each other Loan Document to which any Loan Party is or will be a party, is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

(f) Solvency. After giving effect to the transactions contemplated by this Amendment, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Amendment or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(g) Security Agreement Compliance. (i) The representations and warranties in Sections 5(b), (f) and (k) of the Security Agreement on or immediately prior to the Amendment No. 4 Effective Date are true and correct in all material respects on and as of such date as though made on and as of such date and (ii) each Loan Party is in compliance with that certain obligation under Section 4(a) of the Security Agreement to deliver all Pledged Interests (as defined in the Security Agreement) from time to time required to be pledged to the Collateral Agent pursuant to the terms of the Security Agreement or the Financing Agreement.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 4 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, the fees and expenses of Ropes & Gray LLP, counsel to the Agents and Lenders, in an amount equal to $110,686.48.

(b) Representations and Warranties. Except for Section 6.1(h)(iii) of the Financing Agreement as a result of past due balances in respect of the specific Material Contracts set forth on Annex B, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 4 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. After giving effect to the Amendment No. 4 Waiver, no Default or Event of Default shall have occurred and be continuing on the Amendment No. 4 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 4 Effective Date the following, each in form and substance satisfactory to the Agents, unless indicated otherwise, dated the Amendment No. 4 Effective Date:

(i) this Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents;

(ii) that certain Waiver to Financing Agreement, dated as of the date hereof (the "Amendment No. 4 Waiver"), duly executed and delivered by the Loan Parties, each Agent, and the Required Lenders;

(iii) that certain Fee Letter, dated as of the date hereof (the "Amendment No. 4 Fee Letter"), which Amendment No. 4 Fee Letter shall be duly executed and delivered by the Borrower, the Lenders and the Administrative Agent and in form and substance satisfactory to the Administrative Agent;

(iv) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto, confirming that such Governing Documents have not been amended or modified since the Effective Date, (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the transactions contemplated by this Amendment and the other Loan Documents to which such Loan Party is or will be a party, (2) the execution, delivery and performance by such Loan Party of this Amendment and each other Loan Document to which such Loan Party is or will be a party and (3) the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign this Amendment and each other Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such Authorized Officers and (D) as to the matters set forth in subsections (b) and (c) of this Section 4;

(v) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Amendment No. 4 Effective Date as to the existence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions, except for each Mexican Loan Party which is only required to deliver the compliance with tax obligations certificate (*Opinión del cumplimiento de obligaciones fiscales*);

(vi) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts and listed in Annex B hereto as in effect on the Amendment No. 4 Effective Date are true, complete and correct copies thereof and (B) such agreements remain in full force and effect and, except as disclosed in Annex B, none of the Loan Parties has breached or defaulted in any of its obligations under such agreements; and

(vii) fully executed copies of (A) Amendment No. 6 to the Credit Agreement and (B) Waiver to Credit Agreement, in each case, dated as of the date hereof, by and among the Loan Parties party thereto, the Existing Second Lien Collateral Agent, GLAS USA LLC, as administrative agent, and the Existing Second Lien Lenders, in form and substance satisfactory to the Agents, and all other amendments, waivers, or agreements relating to such facility entered into by any of the parties thereto since May 27, 2022.

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any

arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

(f) AgileThought Financial Advisor. The Agents shall have received on or before the Amendment No. 4 Effective Date, evidence that the Loan Parties engaged a Financial Advisor (as defined in Section 7.01(s)(i) of the Financing Agreement) to support their capital raise needs, with a scope and on terms reasonably acceptable to the Administrative Agent.

(g) AgileThought Operational Advisor. The Agents shall have received on or before the Amendment No. 4 Effective Date, evidence that the Loan Parties engaged an Operational Advisor (as defined in Section 7.01(s)(i) of the Financing Agreement) to conduct a formal assessment of the Loan Parties' financial performance (including, among other things, a liquidity assessment), with a scope and on terms reasonably acceptable to the Administrative Agent.

5. Conditions Subsequent to Effectiveness. The Loan Parties agree that, in addition to all other terms, conditions and provisions set forth in this Amendment, including, without limitation, those conditions to the Amendment No. 4 Effective Date set forth herein, the Loan Parties shall satisfy the conditions subsequent set forth below (it being understood that the failure by the Loan Parties to perform or cause to be performed any such condition subsequent shall constitute an immediate Event of Default (without giving effect to any grace periods set forth in the Financing Agreement)):

(a) The Loan Parties shall use best efforts to, within thirty (30) days after the Amendment No. 4 Effective Date (or such later date as may be agreed in writing by the Collateral Agent in its sole discretion (whether before or after such period)), deliver written waivers or collateral access agreements, in form and substance satisfactory to the Collateral Agent, for the Collateral located at 222 W Las Colinas Blvd Ste 1650E, Irving, TX 75039.

(b) The Collateral Agent shall have received, within thirty (30) days after the Amendment No. 4 Effective Date, an updated Perfection Certificate, in form and substance reasonably satisfactory to the Collateral Agent.

(c) On or prior to March 17, 2023, the Agents shall have received evidence that the Loan Parties have properly recorded any power of attorney, and that such power of attorney is effective in favor of the Agents, required to be delivered in connection with that certain Share and Equity Interest Pledge Agreement, dated as of January 6, 2023, by and among the Loan Parties party thereto and the Agents.

(d) On or prior to March 8, 2023, the Agents shall have received true and complete copies of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 15 days prior to the Amendment No. 4 Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction.

(e) On or prior to March 24, 2023, the Borrower shall have paid all fees, costs and expenses and taxes then payable, if any, pursuant to Section 2.07 or Section 12.04 of the Financing Agreement (other than those amounts already paid pursuant to Section 4(a) above).

(f) On or prior to 5:00 p.m. (New York City time) on March 10, 2023, the Agents shall have received, with respect to any Pledged Shares (as defined in the Security Agreement), the

original copies of (A) duly executed Irrevocable Proxies (as defined in the Security Agreement) and (B) duly acknowledged Registration Pages (as defined in the Security Agreement), all in form and substance reasonably satisfactory to the Collateral Agent, as required by Section 4(a) of the Security Agreement.

6. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 4 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

7. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

8. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

9. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown,

contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 4 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

10. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

11. Reaffirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid, perfected, first priority (unless otherwise expressly permitted under the Loan Documents) Liens, and (b) agrees that this Amendment and all documents executed in connection herewith shall in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Loan Documents. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Sections 12.10 and 12.11 (*Consent to Jurisdiction; Services of Process and Venue and Waiver of Jury Trial, Etc.*) of the Financing Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: Manuel Senderos
98F7D4297412499...

Name: Manuel Senderos

Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDINGS LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Secretary

4TH SOURCE MEXICO, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title:Attorney-in-fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

ANNEX A

Amended Financing Agreement

(See Attached)

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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SCHEDULES AND EXHIBITS

FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) a term loan in the aggregate principal amount of $55,000,000, and (b) a revolving credit facility in an aggregate principal amount not to exceed $3,000,000 at any time outstanding. The proceeds of the term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes and (iv) to pay fees and expenses related to this Agreement. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Parties) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by

an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"Amendment No. 1" means that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 1 Effective Date" means August 10, 2022.

"Amendment No. 4 Effective Date" means March 7, 2023.

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof)~~:~~, (x) with respect to any Reference Rate Loan, 8.00% per annum and (y) with respect to any SOFR Loan, 9.00% per annum.

~~(a) From the Effective Date until the date on which quarterly financial statements and a Compliance Certificate are received by the Administrative Agent in accordance with Section 7.01(a)(ii) and Section 7.01(a)(iv) for the first fiscal quarter ending after the Effective Date (the "Initial Applicable Margin Period"), the relevant Applicable Margin shall be set at Level I in the table below.~~

~~(b) After the Initial Applicable Margin Period, the relevant Applicable Margin shall be set at the respective level indicated below based upon the First Lien Leverage Ratio set forth opposite thereto, which ratio shall be calculated as of the end of the most recent fiscal quarter of Holdings and its Subsidiaries for which quarterly financial statements and a Compliance Certificate are received by the Administrative Agent in accordance with Section 7.01(a)(ii) and Section 7.01(a)(iv):~~

~~Level~~	~~First Lien Leverage Ratio~~	~~Reference Rate Loans~~	~~SOFR Loans~~
~~I~~	~~Greater than or equal to 4.00 to 1.00~~	~~8.00%~~	~~9.00%~~
~~II~~	~~Less than 4.00 to 1:00 and equal to or greater than 3.00 to 1.00~~	~~7.00%~~	~~8.00%~~
~~III~~	~~Less than 3.00 to 1.00 and equal to or greater than 2.00 to 1.00~~	~~6.50%~~	~~7.50%~~
~~IV~~	~~Less than 2.00 to 1.00~~	~~6.00%~~	~~7.00%~~

~~(c) Subject to clause (d) below, the adjustment of the Applicable Margin (if any) will occur two (2) Business Days after the date the Administrative Agent receives the quarterly financial statements and a Compliance Certificate in accordance with Section 7.01(a)(iv) and Section 7.01(a)(iv).~~

~~(d) Notwithstanding the foregoing:~~

~~(i) the Applicable Margin shall be Level I in the table above (x) upon the occurrence and during the continuation of a Default or Event of Default, or (y) if for any period, the Administrative Agent does not receive the quarterly financial statements and Compliance Certificate described in clause (c) above, for the period commencing on the date such quarterly financial statements and Compliance Certificate were required to be delivered pursuant to clause (c) above through the date on which such quarterly financial statements and Compliance Certificate are actually received by the Administrative Agent; and~~

~~(ii) in the event that any quarterly financial statement or such Compliance Certificate described in clause (c) above is inaccurate (regardless of whether this Agreement or any Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any fiscal period, then the Applicable Margin for such fiscal period shall be adjusted retroactively (to the effective date of the determination of the Applicable Margin that was based upon the delivery of such inaccurate quarterly financial statement or Compliance Certificate) to reflect the correct Applicable Margin, and the Borrower shall promptly make payments to the Administrative Agent to reflect such adjustment.~~

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the

aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to ~~the first sentence of~~ Section 2.03(b)(z)) whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark

or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount

of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan Parties) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, "Consolidated EBITDA" for any period set forth on Schedule 1.01(D) shall be deemed equal to the amount for such period set forth on Schedule 1.01(D).

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in

form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan Parties) maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has,

or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the

withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be

incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Mexican Loan Party as of the Amendment No. 1 Effective Date.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office

located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as ~~v~~i) amended by that certain Amendment No. 1 to the Credit Agreement dated as of December 9, 2021, (~~w~~ii) amended by that certain Amendment No. 2 to the Credit Agreement dated as of March 30, 2022, (~~x~~iii) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement, (~~y~~iv) amended by that certain Amendment No. 4 to the Credit Agreement dated as of August 10, 2022, (v) amended by that certain Amendment No. 5 to the Credit Agreement dated as of November 22, 2022, (vi) amended by that certain Amendment No. 6 to the Credit Agreement dated as of the Amendment No. 4 Effective Date and that certain Waiver to Credit Agreement dated as of the Amendment No. 4 Effective Date, and (~~z~~vii) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $~~3,700,000~~1,580,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Obligor" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means, collectively, (x) the fee letter, dated as of May 27, 2022, among the Borrower, the Lenders and the Administrative Agent, and (y) the fee letter, dated as of the ~~date hereof~~Amendment No. 4 Effective Date, among the Borrower, the Lenders and the Administrative Agent.

"Final Maturity Date" means the earlier of (a) ~~May 27~~January 1, ~~2026~~2025, and (b) May 1, 2023; provided that, this clause (b) shall not apply if (i) Requisite Shareholder Approval (as defined in the Existing Second Lien Credit Facility) has been obtained or is deemed to have been obtained, in each case, in accordance with the terms of the Existing Second Lien Credit Facility, on or prior to May 1, 2023 or (ii) the Outstanding Obligations due to the Tranche B-1 Lender and the Tranche B-2 Lender (each as defined under the Existing Second Lien Credit Facility) have been converted into Conversion Payment Shares (as defined in the Existing Second Lien Credit Facility) on or before June 15, 2023. If any such date in this definition is not a Business Day, the immediately preceding Business Day shall be deemed to be the "Final Maturity Date" hereunder.

"Financial Advisor" has the meaning specified therefor in Section 7.01(s)(i).

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for

the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Funding Losses" has the meaning specified therefor in Section 2.09.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" has the meaning specified therefor in Section 2.05(a).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more

than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means the Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter, any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan Parties" means AgileThought Digital Solutions, S.A.P.I. de C.V. and AgileThought Mexico, S.A. de C.V..

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Operational Advisor" has the meaning specified therefor in Section 7.01(s)(ii).

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

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

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an

obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Parties) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Parties) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or

consolidation involving a Loan Party (other than the Mexican Loan Parties), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition~~; and~~.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material

revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan Parties), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan Parties) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of

Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) the Existing Earn-Out Obligations;

(m) Permitted Future Earn-Out Obligations;

(n) Subordinated Indebtedness;

(o) Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal amount not to exceed $23,000,000, plus the aggregate amount of interest on such Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) Indebtedness arising from Permitting Factoring Dispositions;

(q) the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) to the extent constituting Indebtedness, the Unpaid Taxes;

(t) PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Parties), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Parties) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Parties) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Parties), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Parties) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that, other than any Liens Securing the Obligations, in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified; ~~and~~

(d) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended~~.~~;

(e) such extension, refinancing or modification shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being extended, refinanced or modified or, if applicable, shall be unsecured; and

(f) such extension, refinancing or modification shall not (if secured) have a Lien priority greater than such Indebtedness being extended, refinanced or modified.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan Parties),

(c) any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan Parties) to any other Subsidiary of the Borrower,

(d) Holdings to pay dividends in the form of common Equity Interests, and

(e) Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) a Lender's obligation to make the Term Loan and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing

(i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan and the denominator shall be the aggregate unpaid principal amount of the Term Loan, and

(c) all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loan, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loan, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to Section 7.01(a)(vii).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Parties) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) a Mortgage duly executed by the applicable Loan Party,

(b) evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or

Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with

which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan Parties in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations).

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of the Loan Parties (including, for the avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the loans made by the Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the amount set forth in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loan (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an

amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Lenders' Term Loan Commitments.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in Section 1.04.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and

its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash, Cash Equivalents and any Indebtedness owing to such Person or any of its Subsidiaries by Affiliates of such Person), minus (b) the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent

performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01, Section 7.02 and Section 7.03, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 842 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied, (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Holdings and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the

"Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Obligation to Make Payments in Dollars. All payments to be made by any Loan Party of principal, interest, fees and other Obligations under any Loan Document shall be made in Dollars in same day funds, and no obligation of any Loan Party to make any such payment shall be discharged or satisfied by any payment other than payments made in Dollars in same day funds.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time during the term of this Agreement, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment; and

(ii) each Term Loan Lender severally agrees to make the Term Loan to the Borrower on the Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan Commitment.

No portion of any Loan will be funded (initially or through participation, assignment, transfer or securitization) with plan assets of any plan covered by ERISA or Section 4975 of the Internal Revenue Code if it would cause the Borrower or any Guarantor to incur any prohibited transaction excise tax penalties under Section 4975 of the Internal Revenue Code.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans outstanding at any time to the Borrower shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay

and reborrow, the Revolving Loans on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein. No Revolving Loans shall be advanced on the Effective Date.

(ii) The aggregate principal amount of the Term Loan made on the Effective Date shall not exceed the Total Term Loan Commitment. Any principal amount of the Term Loan which is repaid or prepaid may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior notice in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing") or such other form approved by the Administrative Agent, not later than 12:00 noon (New York City time) on the date which is (i) in the case of the Term Loan, three (3) Business Days prior to the Effective Date and (ii) three (3) Business Days prior to the date of the proposed Revolving Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed Loan). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, (ii) whether such Loan is requested to be a Revolving Loan or the Term Loan, (iii) whether the Loan is requested to be a Reference Rate Loan or a SOFR Loan, (iv) the use of the proceeds of such proposed Loan, (v) Borrower's account wiring instructions, and (vi) the proposed borrowing date, which must be a Business Day, and, with respect to the Term Loan, must be the Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Accounts no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Accounts or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be wired to an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made

by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3)

Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal amount of the Term Loan shall be repayable (w) in an aggregate amount equal to $15,000,000 on or prior to April 15, 2023, (x) in an aggregate amount equal to $20,000,000 (inclusive of the amount specified in clause (w)) on or prior to June 15, 2023; (y) in an aggregate amount equal to $25,000,000 (inclusive of the amounts specified in clauses (w) and (x)) on or prior to September 15, 2023; and (z) in consecutive quarterly installments on the last Business Day of each fiscal quarter of Holdings and its Subsidiaries starting with the fiscal quarter ending December 31, 2023, each in an amount equal to $687,500.00; provided, however, that the last such installment of principal required to be repaid in accordance with clause (z) above shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan. The outstanding unpaid principal amount of the Term Loan, and all accrued and unpaid interest thereon, together with all other Obligations, shall be due and payable on the earliest of (i) the termination of the Total Revolving Credit Commitment, (ii) the Final Maturity Date and (iii) the date on which the Term Loan is declared due and payable pursuant to the terms of this Agreement.

(c) Each Lender shall maintain, in accordance with its usual practice, an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to

maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Borrower, each Revolving Loan shall be either a Reference Rate Loan or a SOFR Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(b) Term Loan. Subject to the terms of this Agreement, at the option of the Borrower, the Term Loan or any portion thereof shall be either a Reference Rate Loan or a SOFR Loan. Each portion of the Term Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin, and each portion of the Term Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable (i) in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month, commencing on the last Business Day of the month following the month in which such Loan is made, (ii) in the case of a SOFR Loan, on the last day of the then effective Interest Period

applicable to such Loan and (iii) in the case of each Loan, at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed. For the avoidance of doubt, no date of payment shall be included in any computation.

Section 2.05 Increase in Revolving Credit Commitment.

(a) The Borrower may request an increase in Revolving Credit Commitments from the existing Revolving Loan Lenders from time to time upon not less than 15 days' written notice to Administrative Agent and the Revolving Loan Lenders, as long as (i) the requested increase is offered on the same terms as the existing Revolving Credit Commitments, (ii) such new Revolving Credit Commitments shall be available at any time prior to the Final Maturity Date, (iii) the Revolving Loan made pursuant to such Revolving Credit Commitments are used for the general corporate purposes of the Borrower (including in connection with Permitted Acquisitions), and (iv) the Administrative Agent and the Revolving Loan Lenders consent in their sole discretion to such increase at the time of the request thereof (any Revolving Loans extended pursuant to this Section 2.05, "Incremental Revolving Loans").

(b) Upon satisfaction of the criteria set forth in Section 2.05(a), Administrative Agent shall promptly notify the existing Revolving Loan Lenders of the requested increase and, within 3 Business Days thereafter, each existing Revolving Loan Lender shall notify Administrative Agent in writing if and to what extent such existing Revolving Loan Lenders commits to increase its Revolving Credit Commitment. Any existing Revolving Loan Lenders not responding within such period shall be deemed to have declined an increase. For the avoidance of doubt, no existing Revolving Loan Lender shall be obligated to participate in any extension of Incremental Revolving Loans. All such increased Revolving Credit Commitments among committing Revolving Loan Lenders in connection with Incremental Revolving Loans shall be allocated on a pro rata basis (in accordance with such Revolving Loan Lenders Pro Rata Shares of the current Revolving Credit Commitments) between such participating Revolving Loan Lenders (or on such other basis as the participating Revolving Loan Lenders agree in their sole discretion). The Total Revolving Credit Commitment shall be increased by the requested amount (or such lesser amount committed) on a date agreed upon by Administrative Agent, the participating Revolving Loan Lenders and the Borrower and all such Incremental Revolving Loans made shall be deemed a "Revolving Loan" hereunder. The Administrative Agent, the Borrower, and the existing Revolving Loan Lenders making new Revolving Loans shall execute and deliver such customary documents and agreements as Administrative Agent deems reasonably appropriate to evidence the increase in and allocations of Revolving Credit Commitments. On the effective date of any such increase, the outstanding Revolving Loans and other exposures under the Revolving Credit Commitments shall be reallocated among Revolving Loan Lenders, and settled by Administrative Agent as necessary, in accordance with Revolving Loan Lenders' adjusted shares of such Revolving Credit Commitments.

Section 2.06 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $1,000,000 (or by the full amount of the Total Revolving Credit Commitment in effect immediately prior to such reduction if such amount at that time is less than $1,000,000), (2) made by providing prior to 5:00 p.m. New York City time, not less than five (5) Business Days' prior written notice to the Administrative Agent, (3) irrevocable and (4) accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Term Loan. The Total Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may, at any time and from time to time, upon written notice delivered by 5:00 p.m. New York City time, ten Business Days' prior to the proposed prepayment date, prepay the principal of any Revolving Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(i) in connection with a reduction of the Total Revolving Credit Commitment pursuant to Section 2.06(a)(i) above shall be accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment.

(ii) Term Loan. The Borrower may, at any time and from time to time, by 5:00 p.m. (New York City time) upon at least five (5) Business Days' prior written notice to the Administrative Agent, prepay the principal of the Term Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(ii) shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid and (B) the Applicable Premium, if any, payable in connection with such prepayment of the Term Loan. Each such prepayment shall be applied against the remaining installments of principal due on the Term Loan in the inverse order of maturity.

(iii) Termination of Agreement. The Borrower may, upon at least 30 days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in full in cash, the Obligations, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement. If the Borrower has sent a notice of termination pursuant to this Section 2.06(b)(iii), then the Lenders' obligations to extend credit

hereunder shall terminate and the Borrower shall be obligated to repay the Obligations, in full in cash, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice.

(c) Mandatory Prepayment.

(i) Within three (3) Business Days after the delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(iii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended December 31, 2022 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(iii), by the date three (3) Business Days after the date such statements are required to be delivered to the Agents and the Lenders pursuant to Section 7.01(a)(iii), the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to the result of (to the extent positive) (1) ECF Percentage of Holdings and its Subsidiaries for such Fiscal Year minus (2) the aggregate principal amount of all payments made by the Borrower pursuant to Section 2.06(b) for such Fiscal Year (in the case of payments made by the Borrower pursuant to Section 2.06(b)(i), only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments).

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (g), (h) or (j) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Dispositions $250,000 in any Fiscal Year. Nothing contained in this Section 2.06(c)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Immediately upon the receipt of Net Cash Proceeds (A) from the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith or (B) upon an Equity Issuance (other than any Excluded Equity Issuances), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 25% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.06(c)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Immediately upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) Immediately upon receipt by the Borrower of the proceeds of any Permitted Cure Equity pursuant to Section 9.02, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of such proceeds.

(vi) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.06(c)(ii) or Section 2.06(c)(iv), as the case may be, up to $250,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace, repair or restore properties or assets (other than current assets) used in such Person's business, provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Administrative Agent within five (5) days after such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds shall be used to replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed 120 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended); provided that such Net Cash Proceeds shall actually be reinvested within an additional 90 days thereafter, (C) such Net Cash Proceeds are deposited in an account subject to a Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.06(c)(ii) or Section 2.06(c)(iv) as applicable.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(i), (c)(ii), (c)(iii), (c)(iv) and (c)(v) above shall be applied, first, to the Term Loan, until paid in full, and second, to the Revolving Loans (with a corresponding permanent reduction in the Revolving Credit Commitments), until paid in full in cash. Each such prepayment of the Term Loan shall be applied against the remaining installments of principal of the Term Loan in the inverse order of maturity. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.06(c) shall be applied in the manner set forth in Section 4.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.06 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses payable pursuant to Section 2.09, (iii) the Applicable Premium, if any, payable in connection with such prepayment of the Loans to the extent required under Section 2.07(c) and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.07.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.06, payments with respect to any subsection of this Section 2.06 are in addition to payments made or required to be made under any other subsection of this Section 2.06.

(g) Waivable Mandatory Prepayments. Anything contained herein to the contrary notwithstanding, in the event that the Borrower are required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans pursuant to Section 2.06(c), not less than 12:00 noon (New York City time) two (2) Business Days prior to the date on which the Borrower are required to make such Waivable Mandatory Prepayment (the "Required Prepayment Date"), the Borrower shall notify the Administrative Agent in writing of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender of the amount of such Lender's Pro Rata Share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Borrower and the Administrative Agent of its election to do so on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date (it being understood that any Lender that does not notify the Borrower and the Administrative Agent of its election to exercise such option on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Mandatory Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Loans of such Lenders (which prepayment shall be applied to prepay the outstanding principal amount of the Obligations in accordance with Section 2.06(d)) and (ii) to the extent of any excess, to the Borrower for working capital and general corporate purposes.

Section 2.07 Fees.

(a) [Reserved].

(b) Unused Line Fee. The Borrower agrees to pay to the Administrative Agent an unused line fee (the "Unused Line Fee") for the account of each Revolving Loan Lender, which shall accrue at a rate per annum equal to 2% on the amount of the undrawn portion of the Revolving Credit Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Credit Commitments terminate. The Unused Line Fee shall accrue through and including the last day of March, June, September and December of each year shall be due and payable in arrears on the such last day and on the date on which the Revolving Credit Commitments terminate, commencing on the first such date to occur after the date hereof.

(c) Applicable Premium.

(i) Upon the occurrence of an Applicable Premium Trigger Event, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their Pro Rata Shares, the Applicable Premium.

(ii) Any Applicable Premium payable in accordance with this Section 2.07(c) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY ACCELERATION.

(iii) The Loan Parties expressly agree that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Commitments and make the Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such Applicable Premium Trigger Event.

(iv) Nothing contained in this Section 2.07(c) shall permit any prepayment of the Loans or reduction of the Commitments not otherwise permitted by the terms of this Agreement or any other Loan Document.

(d) Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may, upon reasonable advance notice, visit any or all of the Loan Parties and/or conduct inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations of any or all of the Loan Parties at any reasonable time and from time to time. The Borrower agrees to pay (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations and (ii) the cost of all visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations conducted by a third party on behalf of the Agents).

(e) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

Section 2.08 SOFR Option.

(a) The Borrower may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon Adjusted Term SOFR (the "SOFR Option") by notifying the Administrative Agent in writing prior to 11:00 a.m. (New York City time) at least three (3) Business Days prior to (i) the proposed borrowing date of a Loan (as

provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a SOFR Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a SOFR Loan as a SOFR Loan, the last day of the then current Interest Period (the "SOFR Deadline"). Notice of the Borrower's election of the SOFR Option for a permitted portion of the Loans pursuant to this Section 2.08(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in accordance with Section 2.02 or (B) a notice in writing, in substantially the form of Exhibit D hereto (a "SOFR Notice") prior to the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each SOFR Notice shall be irrevocable and binding on the Borrower.

(b) Interest on SOFR Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrower properly have exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a Default or an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that any portion of the Loans bear interest at Adjusted Term SOFR and the Administrative Agent shall have the right (but not the obligation) to convert the interest rate on all outstanding SOFR Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder on the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (i) shall have not more than three (3) SOFR Loans in effect at any given time, and (ii) only may exercise the SOFR Option for SOFR Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrower may prepay SOFR Loans at any time; provided, however, that in the event that SOFR Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.06(c) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.09.

(e) [Reserved].

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

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

(h) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and the Required Lenders pursuant to this Section 2.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

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

(j) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans.

Section 2.09 Funding Losses. In connection with each SOFR Loan, the Borrower shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto

(including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.06(c)), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any Notice of Borrowing or SOFR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such SOFR Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.09) shall be conclusive absent manifest error.

Section 2.10 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any and all Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any Withholding Agent) requires the deduction or withholding of any Taxes from or in respect of any such payment, (i) the applicable Withholding Agent shall make such deduction or withholding, (ii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional Amount") necessary such that after making such deduction or withholding (including deductions and with Holdings applicable to Additional Amount payable under this Section 2.10) the applicable Recipient receives the amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, each Loan Party shall pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes by any Secured Party.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.10) paid or payable by such Secured Party or required to be withheld or deducted from a payment to such Secured Party and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes. A certificate as to the amount of such

payment or liability delivered to the Borrower by a Secured Party (with a copy to the Administrative Agent) or on behalf of another Secured Party shall be conclusive absent manifest error.

(d) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

(B) any Lender that is not a U.S. Person (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

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

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 2.09(d)-1 hereto to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-2 or Exhibit 2.09(d)-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-4 on behalf of each such direct and indirect partner;

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

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

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

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.07(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.10 (including by the payment of Additional Amounts pursuant to this Section 2.10), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(h) Promptly after any payment of Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 2.10, the Loan Parties shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Section 2.11 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any agreement to make Loans, or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 2.11 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Reference Rate. A certificate of such Secured Party claiming compensation under this Section 2.11, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.11, and shall be final and conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 2.11 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and

of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.12 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 2.10).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.12 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS

Section 4.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Accounts. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day, may, in the Administrative Agent's sole discretion, be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) If requested, the Administrative Agent shall provide the Borrower, after the end of a calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during

such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender and any payment of an amendment, consent or waiver fee to consenting Lenders pursuant to an effective amendment, consent or waiver with respect to this Agreement), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.07 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all payments in respect of any Obligations, including without limitation, all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, to pay interest then due and payable

in respect of the Collateral Agent Advances until paid in full; (iii) third, to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Revolving Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Revolving Loan Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Revolving Loans until paid in full; (vi) sixth, ratably to pay principal of the Revolving Loans until paid in full; (vii) seventh, ratably to pay the Term Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Term Loan Lenders until paid in full; (viii) eighth, ratably to pay interest then due and payable in respect of the Term Loan until paid in full; (ix) ninth, ratably to pay principal of the Term Loan until paid in full; (x) tenth, ratably to pay the Obligations in respect of any Applicable Premium then due and payable to the Lenders until paid in full; and (xi) eleventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by the Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders) or, if so directed by the Borrower and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loans were not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made such Loans to the Borrower. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrower for the account of such Defaulting

Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Administrative Agent to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrower shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the Effective Date all fees, costs, expenses and taxes then due and payable pursuant to Section 2.07 and Section 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the Effective Date are true and correct on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the Loans on the Effective Date shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) the Security Agreement;

(ii) a UCC Filing Authorization Letter, together with evidence satisfactory to the Collateral Agent of the filing of appropriate financing statements on form UCC-1, in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement;

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, (x) which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent) or (y) shall be accompanied by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in all such financing statements and other filings (or similar document) have been released or will be released on the Effective Date concurrently with the funding of the Loans hereunder;

(iv) a Perfection Certificate;

(v) the Disbursement Letter;

(vi) the Fee Letter;

(vii) the Intercompany Subordination Agreement;

(viii) the Intercreditor Agreement, the AGS Subordination Agreement and the Exitus Subordination Agreement;

(ix) [Reserved];

(x) [Reserved];

(xi) the management rights letter, dated as of the date hereof, among the Loan Parties and the Agents, as amended, amended and restated, supplemented or otherwise modified from time to time (the "VCOC Management Rights Agreement");

(xii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Notices of Borrowing, SOFR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers and (D) as to the matters set forth in Section 5.01(b), 5.01(c), 5.01(e), 5.01(f), 5.01(j) and 5.01(k);

(xiii) a certificate of the chief financial officer of Holdings (A) setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis after giving effect to the Loans, with each of the financial covenants contained in Section 7.03 (as if the covenants applicable to the fiscal month ending April 30, 2022 applied on the Effective Date), (B) certifying that all United States federal and other material tax returns required to be filed by the Loan Parties have been filed and all taxes (other than the Unpaid Taxes) upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, (C) attaching a copy of the Financial Statements and the Projections described in Section 6.01(g)(ii) hereof and certifying as to the compliance with the representations and warranties set forth in Section 6.01(g)(i) and Section 6.01(g)(ii) and (D) certifying that after giving effect to all Loans to be made on the Effective Date, all liabilities of the Loan Parties (other than any accounts payable that are past due and expressly permitted pursuant to Section 7.02(s)) are current;

(xiv) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis), after giving effect to the Loans made on the Effective Date, are Solvent;

(xv) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts as in effect on the Effective Date are true,

complete and correct copies thereof and (B) such agreements remain in full force and effect and that none of the Loan Parties has breached or defaulted in any of its obligations under such agreements;

(xvi) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Effective Date as to the subsistence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions;

(xvii) an opinion of (i) Mayer Brown LLP, New York, Delaware and California counsel to the Loan Parties, and (ii) Carlton Fields, P.A., Florida counsel to the Loan Parties, as to such matters as the Collateral Agent may reasonably request;

(xviii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, together with evidence of the payment of all premiums due in respect thereof for such period as the Collateral Agent may request; and

(xix) evidence of the payment in full of all Indebtedness under the Existing First Lien Credit Facility (other than the Deferred Monroe Fees), together with (A) a termination and release agreement with respect to the Existing First Lien Credit Facility and all related documents, duly executed by the Loan Parties and the Existing First Lien Lenders, (B) a termination of security interest in Intellectual Property for each assignment for security recorded by the Existing First Lien Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, and (C) UCC-3 termination statements for all UCC-1 financing statements filed by the Existing Lenders and covering any portion of the Collateral.

(e) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development shall have occurred since December 31, 2021 which could reasonably be expected to have a Material Adverse Effect.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans, or the conduct of the Loan Parties' business, or the consummation of any of the underlying transactions shall have been obtained and shall be in full force and effect.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Collateral Agent and its counsel, and the Collateral Agent and such counsel shall have

received all such information and such counterpart originals or certified or other copies of such documents as the Collateral Agent or such counsel may reasonably request.

(h) Management Reference Checks. The Collateral Agent shall have received satisfactory reference checks for, and shall have had an opportunity to meet with, key management of each Loan Party.

(i) [Reserved].

(j) Security Interests. The Loan Documents shall create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to Permitted Liens).

(k) Litigation. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or threatened in any court or before any arbitrator or Governmental Authority which relates to the Loans or which, in the opinion of the Collateral Agent, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(l) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(m) Patriot Act Compliance. The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, a duly executed IRS Form W-9 (or other applicable tax form) of Holdings and the Borrower, and all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested in writing by the Administrative Agent at least three (3) Business Days prior to the Effective Date.

(n) Meeting with Management. The Agents shall have had a meeting at Holdings' corporate offices (or at such other location as may be agreed to by the Borrower and the Agents) at such time as may be agreed to by the Borrower and the Agents to discuss the financial condition and results of operation of Holdings and its Subsidiaries.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance

of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents,

(B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. On the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, the authorized Equity Interests of Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Holdings and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Holdings are owned by Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Holdings or any of its Subsidiaries and no outstanding obligations of Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Holdings or any of its Subsidiaries, or other obligations of Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Holdings or any of its Subsidiaries.

(f) Litigation. Except as set forth in Schedule 6.01(f), there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Statements.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Holdings and

its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 21, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

(j) Taxes, Etc. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $250,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l) hereto.

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as set forth on Schedule 6.01(p), (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any

Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q) hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

(r) Insurance. Each Loan Party maintains all insurance required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Effective Date.

(s) Use of Proceeds. The proceeds of the Loans shall be used to (a) refinance the Existing First Lien Credit Facility (excluding the payment of Deferred Monroe Fees) and other existing indebtedness of the Borrower, (b) pay fees and expenses in connection with the transactions contemplated hereby, (c) pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties and (d) fund working capital of the Borrower.

(t) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any

group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) Senior Indebtedness, Etc. Each of the applicable Loan Parties has the power and authority to incur the Indebtedness provided for under the Existing Second Lien Credit Facility and has duly authorized, executed and delivered the Existing Second Lien Credit Facility. The Existing Second Lien Credit Facility constitutes the legal, valid and binding obligation of Holdings and its Subsidiaries enforceable against Holdings and its Subsidiaries in accordance with its terms. The subordination provisions of the Intercreditor Agreement are and will be enforceable against the Existing Second Lien Lenders by the Secured Parties which have not effectively waived the benefits thereof. All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Loans and fees and expenses in connection therewith, constitute the Senior Credit Facility (as defined in the Existing Second Lien Credit Facility), and all such Obligations are entitled to the benefits of the subordination created by the Intercreditor Agreement. Holdings and each of its Subsidiaries acknowledges that the Agents and the Lenders are entering into this Agreement, and extending their Commitments, in reliance upon the subordination provisions of the Intercreditor Agreement and this Section 6.01(y).

(z) Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by

OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

(aa) Anti-Bribery and Corruption.

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Corruption Laws.

(bb) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any

material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES AND OTHER COLLATERAL MATTERS

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first full fiscal month of Holdings and its Subsidiaries ending after the Effective Date, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Holdings and its Subsidiaries commencing with the first full fiscal quarter of Holdings and its Subsidiaries ending after the Effective Date, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all

material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Holdings and satisfactory to the Agents (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), a Compliance Certificate:

(A) stating that an Authorized Officer of the Borrower has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required

hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 and the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof, (2) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents, showing compliance with Section 7.03(c) and (3) including a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by (X) clause (iii) of this Section 7.01(a), attaching (1) the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) and (2) confirmation that there have been no changes to the information contained in each of the Perfection Certificates delivered on the Effective Date or the date of the most recently updated Perfection Certificate delivered pursuant to this clause (iv) and/or attaching an updated Perfection Certificate identifying any such changes to the information contained therein, and (Y) clause (ii) of this Section 7.01(a), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 7.01(h), each Security Agreement and each Mortgage (or stating that there has been no change in the information most recently provided pursuant to this clause (C)(Y)), together with such other related documents and information as the Administrative Agent may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after the Effective Date, reports in form and detail satisfactory to the Agents and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent may request, and (B~~) listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each~~

~~account creditor and such other information as any Agent may request, and (C~~) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request, all in detail and in form satisfactory to the Agents;

(vi) (A) on or prior to the date that the payment required under Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the Lenders, by 5:00 p.m. (New York City time), on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (B) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, reports in form and detail satisfactory to the Agents, and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments), listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request;

(vii) ~~(vi)~~ as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in ~~Section 6.01(ii)(ii)~~Section 6.01(bb)(ii) are true and correct with respect to the Projections;

(viii) ~~(vii)~~ promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(ix) ~~(viii)~~ as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) ~~(ix)~~ as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing

or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(xi) ~~(x)~~ promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is $500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xii) ~~(xi)~~ as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xiii) ~~(xii)~~ as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiv) ~~(xiii)~~ as soon as possible and in any event within five (5) days after the delivery thereof to Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); provided that all such reports and other information is subject to Section 12.19;

(xv) ~~(xiv)~~ promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange (including, without limitation, any statements, reports, filings, agreements, or other information that relate to any Equity Issuance) and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(xvi) ~~(xv)~~ promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xvii) ~~(xvi)~~ promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with Section 7.02(r);

(xviii) ~~(xvii)~~ [reserved];

(xix) ~~(xviii)~~ simultaneously with the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 7.01(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the Financial Statements that is permitted by Section 7.02(q), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this

Section 7.01(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Agents;

(xx) ~~(xix)~~ (A)(1) on or prior to the date that the payment required under Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the Lenders, by 5:00 p.m. (New York City time), on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (2) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (B)(1) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Holdings and its Subsidiaries, ~~(1) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (2)~~ a 13-week cash flow forecast of Holdings and its Subsidiaries in form and substance satisfactory to the Agents (the "13-Week Cash Flow") and (~~B~~2) if the Liquidity of Holdings and its Subsidiaries is less than $7,000,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Holdings and its Subsidiaries for each day in the prior week is greater than $7,000,000, ~~(1) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of the preceding week in form and substance satisfactory to the Agents and (2)~~ a 13-Week Cash Flow; ~~and~~

(xxi) as soon as possible and in any event within one (1) day after receipt thereof by any Loan Party, copies of any reports or other work product prepared by the Financial Advisor or the Operational Advisor; and

(xxii) ~~(xx)~~ promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Agent may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Security Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Security Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of

priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Security Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of $250,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours and with reasonable notice to the Borrower, at the expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and

inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as their interests may appear, in case of loss, under a standard non contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Agents and the Lenders, as their respective interests may appear, and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that

may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of $250,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of $500,000 in the case of a fee interest immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 7.01(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. The Borrower shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Holding's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders to discuss the financial condition and results of operation of Holdings and its Subsidiaries for the most recently ended fiscal quarter. Upon the request of any Agent or the Required Lenders, each of the Financial Advisor and/or the Operational Advisor will attend and participate in such meetings.

(p) Board Information Rights. The Administrative Agent shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Administrative Agent were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Administrative Agent shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; provided that, the Administrative Agent shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In

furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(r) Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 7.01(r), in each case within the time limits specified on such schedule.

(s) Financial Advisor; Operational Advisor. On or before the Amendment No. 4 Effective Date, (i) retain a financial advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Financial Advisor") and (ii) retain an operational advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Operational Advisor"), in each case, on terms and with a scope of engagement reasonably acceptable to Administrative Agent and Required Lenders.

(t) Equity Proceeds. Notwithstanding anything to contrary contained in Section 2.06(c), until such time as the Loan Parties have prepaid the Term Loans in the amount set forth in Section 2.03(b)(w), immediately (and in any event, within three (3) Business Days) upon any Equity Issuance, the Borrower shall prepay the outstanding amount of the Term Loans (plus all other Obligations due in connection with such prepayment) in an amount equal to not less than 80% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 7.01(t) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create,

incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (x) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into any Loan Party (other than Holdings or the Mexican Loan Parties), (y) any wholly-owned Subsidiary that is not a Loan Party may be merged into another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Parties); (iii) transactions permitted by Section 7.02(e) and Section 7.02(h), (iv) sales of Qualified Equity Interests of Holdings to Affiliates of Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) subject to the terms of this Agreement and the Intercreditor Agreement, the Existing Second Lien Credit Facility and Permitted Second Lien Loan Payments, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Existing Second Lien Credit Facility;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness, including, for the avoidance of doubt, the Existing Second Lien Credit Facility (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is

continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) subject to the terms of the Intercreditor Agreement, the Existing Second Lien Credit Facility (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Credit Facility), (ii) the AN Extend Earn-Out or (iii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii)),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 3.00 to 1.00, (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Holdings (and not in cash),

(4) subject to the terms of the Intercreditor Agreement, payments, prepayments, repayments, repurchases or redemptions of the Existing Second Lien Credit Facility constituting Permitted Second Lien Loan Payments, ~~and~~

(5) payments of the Exitus Renewal Fee~~.~~ (which has been paid);

(6) so long as, immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing, then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness in an aggregate amount not to exceed $1,000,000; and

(7) so long as, (x) immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing and (y) prior to any such payments, the Loan Parties shall have repaid the Term Loan in the amounts required pursuant to Section 2.03(b)(w) and (x), then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness after June 15, 2023 in an aggregate amount not to exceed $1,580,000.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, provided that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws .

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. ~~On and after the date that is 45 days after the Effective Date, have~~Have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to (i) at any time on or prior to March 24, 2023, $5,000,000, (ii) at any time after March 24, 2023 but on or prior to April 15, 2023, $3,000,000 and (iii) at any time thereafter, $1,300,000.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	$150,000,000
September 30, 2022	$150,000,000
December 31, 2022	$150,000,000
March 31, 2023 and each fiscal month ending thereafter	$150,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Holdings and its Subsidiaries for ~~ending on~~which the

last fiscal month ends on a date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio
~~December~~March 31, ~~2022~~2023	~~4.00~~6.38:1.00
April 30, 2023	6.60:1.00
~~March~~May 31, 2023	~~3.75~~6.20:1.00
June 30, 2023~~ and each fiscal quarter ending thereafter~~	~~3.50~~6.00:1.00
July 31, 2023	5.28:1.00
August 31, 2023	4.51:1.00
September 30, 2023	4.12:1.00
October 31, 2023	3.50:1.00
November 30, 2023	3.14:1.00
December 31, 2023	4.63:1.00
January 31, 2024 and each fiscal month ending thereafter	3:50:1.00

(c) Liquidity. Permit Liquidity to be (i) less than $~~5,000,000~~1,000,000 at any time on ~~and after the date that is ten (10) Business Days after the Effective Date.~~or prior to March 24, 2023, (ii) less than $2,000,000 at any time after March 24, 2023 but on or prior to April 15, 2023 and (iii) less than $7,000,000 at any time thereafter.

(d) LTM EBITDA. Unless the Loan Parties shall have prepaid the Term Loan in the principal amounts required pursuant to Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) on or prior to April 15, 2023, each Loan Party shall not permit the Consolidated EBITDA of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Consolidated EBITDA
March 31, 2023	$9,953,000

April 30, 2023	$9,627,000
May 31, 2023	$10,238,000
June 30, 2023	$10,607,000
July 31, 2023	$12,023,000
August 31, 2023	$14,055,000
September 30, 2023	$15,415,000
October 31, 2023	$18,117,000
November 30, 2023	$20,224,000
December 31, 2023 and each fiscal month ending thereafter	$13,707,000

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(b), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) Subject to Section 7.01(r), the Loan Parties shall, with respect to each Cash Management Account (other than Excluded Accounts), deliver to the Collateral Agent a Control Agreement with respect to such Cash Management Account. The Loan Parties shall not maintain, and shall not permit any of their Domestic Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account (other than Excluded Accounts), unless the Collateral Agent shall have received a Control Agreement in respect of each such Cash Management Account; provided that, the total amount of cash, Cash Equivalents or other amounts in any deposit account or securities account of any Foreign Subsidiary not

subject to a Control Agreement shall not exceed, at any time on and after the date that is ten (10) Business Days after the Effective Date, $2,000,000.

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Accounts, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Accounts.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrower may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that (i) such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank, and (ii) prior to the time of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent a Control Agreement. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of three (3) Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect

(or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a), 7.01(b), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(m), Section 7.01(o), Section 7.01(r), Section 7.01(t), Section 7.02, Section 7.03 or Article VIII, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Security Agreement to which it is a party or any Mortgage to which it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) (i) Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to $500,000 (including, for the avoidance of doubt, under the Existing Second Lien Facility), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the

entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $500,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $500,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the Existing Second Lien Facility (including, for the avoidance of doubt, any "Default" or "Event of Default" thereunder that does not constitute a Default or Event of Default hereunder) or any other Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, or (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) other than with respect to (A) the Event of Default under Section 9.01(a) occurring solely as a result of the failure to make the principal payments required pursuant to Sections 2.03(b)(w), (x) and (y), or (B) the Event of Default under Section 9.01(e) occurring solely as a result of the Loan Parties' failure to pay the principal payments required under the Exitus Indebtedness (but, in the case of this clause (B), only for so long as the lenders under the Exitus Indebtedness have not accelerated or otherwise begun to exercise remedies with respect to such Exitus Indebtedness), declare all or any portion

of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Premium, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Applicable Premium, if any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 9.02 Cure Right. In the event that Holdings fails to comply with the requirements of the financial covenant set forth in Section 7.03(a) or 7.03(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); provided that (i) such proceeds are actually received by Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay the Loans in accordance with Section 2.06(c)(v) and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 9.02. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 7.03(a) and 7.03(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03(a) and/or Section 7.03(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 7.03(a) and 7.03(b).

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the

reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or other Person (including any Lender). Any such Related Party, trustee, co-agent or other Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or

experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five (5) days of written demand by such Agent, reimburse such Agent and such Related Parties for and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent and such Related Parties), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and the Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the

other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Party's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the Loans and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 10.18 and Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnity Obligations) in accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which,

in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges

that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Holdings or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Holdings and its Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Holdings and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

Section 10.15 Intercreditor Agreement. Each Lender hereby grants to the Collateral Agent all requisite authority to enter into or otherwise become bound by, and to perform its obligations and exercise its rights and remedies under and in accordance with the terms of, the Intercreditor Agreement and to bind the Lenders thereto by the Collateral Agent's entering into or otherwise becoming bound thereby, and no further consent or approval on the part of any Lender is or will be required in connection with the performance by the Collateral Agent of the Intercreditor Agreement.

Section 10.16 Collateral Agent May File Proofs of Claim

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.17 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Borrower, Lender, or other Person is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Borrower, Lender, or other Person shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or a portion of any distribution to the Borrower, a Lender, or other Person was an Erroneous Distribution shall be conclusive absent manifest error. Each Borrower, Lender, and other potential recipient of an Erroneous Distribution hereunder waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation,

all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration,

contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XI. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XI such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XI in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XI that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XI(including, without

limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Financial Officer
Telephone: 1(877)5149180
Email: amit.singh@agilethought.com

with a copy to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020-1001
Attention: ~~David Duffee~~Juan Pablo Moreno P.
Telephone: (212) ~~506-2630~~506-2443
Email: ~~DDuffee@mayerbrown.com~~JMoreno@mayerbrown.com

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Legal Officer

Telephone: 1(877)5149180
Email: diana.abril@agilethought.com

if to the Administrative Agent or the Collateral Agent, to it at the following address:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge
Telephone: 212-596-9747
Email: leonard.klingbaum@ropesgray.com;
nell.ethridge@ropesgray.com
Telecopier: 646-728-2694

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

(i) Each Agent and the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant

to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e mail and Internet or intranet websites) pursuant to procedures approved by the Agents, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Agents that it is incapable of receiving notices under such Article by electronic communication.

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

Section 12.02 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (a) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, (b) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (c) in the case of any other amendment, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release the Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; provided, that the Required Lenders may elect to release all or a substantial portion of the Collateral without the requirement to obtain the written consent of each Lender if such release is in connection with (x) an exercise of remedies by the Collateral Agent at the direction of the Required Lenders pursuant to Section 9.01 or (y) any Disposition of all or a substantial portion of the Collateral by one or more of the Loan Parties with the consent of the Required Lenders after the occurrence and during the continuance of an Event of Default so long as such Disposition is conducted in a commercially reasonable manner as if such Disposition were a disposition of collateral by a secured creditor in accordance with Article 9 of the UCC; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

(b) Notwithstanding anything to the contrary in Section 12.02(a):

(i) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents;

(ii) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby;

(iii) any Control Agreement, Guaranty, Mortgage, Security Agreement, collateral access agreement, landlord waiver or other agreement or document purporting to create or perfect a security interest in any of the Collateral (a "Collateral Document") may be amended, waived or otherwise modified with the consent of the applicable Agent and the applicable Loan Party without the need to obtain the consent of any Lender or any other Person if such amendment, modification, supplement or waiver is delivered in order (A) to comply with local Requirements of Law (including foreign law or regulatory requirements) or advice of local counsel, (B) to cure any ambiguity, inconsistency, omission, mistake or defect or (C) to cause such Collateral Document to be consistent with this Agreement and the other Loan Documents, and if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, inconsistency, omission, mistake or defect, in each case, in any provision of any Loan Document (other than a Collateral Document), then the Administrative Agent and the Borrower shall be permitted to amend such provision; any amendment, waiver or modification pursuant to this paragraph shall become effective without any further action or consent of any other party to any

Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof;

(iv) no consent of any Loan Party shall be required to change any order of priority set forth in Section 2.06(d) and Section 4.03;

(v) the Administrative Agent and the Borrower may enter into an amendment to this Agreement pursuant to Section 2.08(g) to reflect an alternate service or index rate and such other related changes to this Agreement as may be applicable; and

(vi) no Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or Affiliate).

(c) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Collateral Agent and the Administrative Agent and their respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the

Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) any Environmental Claim, Environmental Liability or Remedial Action arising from or in connection with the past, present or future operations of, or any property currently, formerly or in the future owned, leased or operated by, any Loan Party, any of its Subsidiaries or any predecessor in interest, (k) any Environmental Lien, (l) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents and (y) if the Borrower fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The obligations of the Borrower under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to:

(i) all or a portion of its Term Loan Commitment and any Term Loan made by it with the written consent of the Borrower (such consent not to be unreasonably withheld) and each Agent, and

(ii) all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it with the written consent the Borrower (such consent not to be unreasonably withheld) and each Agent;

provided, however, that no written consent of the Borrower, the Collateral Agent or the Administrative Agent shall be required (A) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender; provided further, that under this Section 12.07(b), the consent of the Borrower shall not be required if an Event of Default has occurred and is continuing.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(iii) No such assignment shall be made to (A) any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the recordation date of each Assignment and Acceptance on the Register, , (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance

covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at one of its offices, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon)owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior written notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Borrower, Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent and Borrower must be evidenced by such Agent's or Borrower's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in

writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Loan (and the note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each note shall expressly so provide). Any assignment or sale of all or part of a Loan (and the note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Register, together with the surrender of the note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s).

(i) If any Lender sells participations in a Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Loans held by it and the principal amount (and stated interest thereon) of the portion of the Loan that is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under the Code or Treasury Regulations, including without limitation, Section 5f.103-1(c) of the United States Treasury Regulations. A Loan (and the note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each note shall expressly so provide). Any participation of such Loan (and the note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Person who purchases or is assigned or participates in any portion of such Loan shall comply with Section 2.10(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable

on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefit of Section 2.10 and Section 2.11 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it were a Lender; provided that a participant shall not be entitled to receive any greater payment under Section 2.10 or Section 2.11 with respect to its participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE

COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Loan Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP

EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating

to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document, of any Environmental Claim or any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrower's use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Borrower or the handling of the Loan Account and Collateral of the Borrower as herein provided, (iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, including any Environmental litigation, investigation or proceeding relating to or arising out of any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

(e) Section 12.15 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section

2.07 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest

computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made either will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization, so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.19); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (viii) to any other Person if such information is general portfolio information that does not identity the Loan Parties, or (ix) with the consent of

the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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Schedule 1.01(A)
Lenders and Lenders' Commitments

Lender	**Term Loan Commitment**	**Revolving Credit Commitment**	**Total Commitment**
Blue Torch Credit Opportunities Fund II LP	$12,355,850.08	$1,330,679.67	$13,686,529.75
Swiss Capital BTC OL Private Debt Fund L.P.	$1,214,300.51	$66,234.57	$1,280,535.08
Blue Torch Credit Opportunities Fund III LP	$13,198,756.50	$719,932.17	$13,918,688.67
BTC Holdings Fund II, LLC	$12,039,943.85	--	$12,039,943.85
BTC Holdings SBAF Fund LLC	$8,618,308.16	--	$8,618,308.16
BTC Holdings KRS Fund LLC	$7,572,840.90	--	$7,572,840.90
Blue Torch Credit Opportunities SBAF Fund LP	--	$470,089.54	$470,089.54
Blue Torch Credit Opportunities KRS Fund LP	--	$413,064.05	$413,064.05
Total	**$55,000,000**	**$3,000,000**	**$58,000,000**

Schedule 1.01(B)
Facilities

None.

Schedule 1.01(C)
Permitted Intercompany Investments

Lender	Borrower	Type	Currency	Interest	Agreement Date	Due Date	Amount	As of April 2022
Agilethought México S.A. de C.V.	AgileThought Inc	Intercompany loan	USD	11.50%	Nov-21	Mar-23	$3,000,000.00	$3,028,750.00
Agilethought México S.A. de C.V.	AgileThought Inc	Intercompany loan	USD	17.91%	Nov-21	Mar-23	$5,590,496.16	$5,673,934.32

Schedule 1.01(D)
Historical EBITDA

Fiscal Month Ending	Consolidated EBITDA
January 31, 2022	$(2,024,000)
February 28, 2022	$1,334,000
March 31, 2022	$1,985,000
April 30, 2022	$1,125,000
May 31, 2022	$1,286,000
June 30, 2022	$1,193,000
July 31, 2022	$746,000
August 31, 2022	$682,000
September 30, 2022	$353,000
October 31, 2022	$222,000
November 30, 2022	$554,000
December 31, 2022	$4,355,000

EXHIBIT 10

Amendment No. 4 Supplemental Agreement Letter to the Prepetition 1L Financing Agreement

EXECUTION VERSION

AN GLOBAL LLC
222 W. Las Colinas Blvd, Suite 1650E
Irving, Texas 75039

March 9, 2023

CONFIDENTIAL

Blue Torch Finance LLC, as Administrative Agent
and Collateral Agent under the Financing Agreement
referenced below
150 East 58th Street, 39th Floor
New York, New York 10155

Re: Amendment No. 4 - Supplemental Agreement

Ladies and Gentlemen:

Reference is made to that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023 (the "Amendment"), and that certain Waiver to Financing Agreement, dated as of March 7, 2023, which amends, and, as applicable, waives certain provisions of, that certain Financing Agreement, dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the Amendment, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to them in the Financing Agreement.

The Loan Parties have requested that the Agents and the Lenders modify certain terms of the Amendment and, consequently, the Financing Agreement. Pursuant to this letter agreement (this "Letter Agreement"), the Agents and the Lenders party hereto (constituting the Required Lenders) are willing to modify such terms of the Amendment and, consequently, the Financing Agreement, on the terms and conditions set forth herein in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Subject to the satisfaction of the terms and conditions of this Letter Agreement, and in reliance upon the representations and warranties of the Loan Parties contained herein, the Agents and Lenders signatory hereto (constituting the Required Lenders) hereby agree to the

modifications (collectively, the "Modifications") such that, after giving effect to this Letter Agreement, the Financing Agreement shall be effective in the form attached hereto as Exhibit A.

Each Loan Party hereby reaffirms the terms and conditions of the Financing Agreement and the Amendment (each, as modified by the Modifications), including, for the avoidance of doubt, the conditions subsequent to effectiveness of the Amendment set forth in Section 5 therein (it being understood that time is of the essence with respect to such conditions).

As consideration for the accommodations provided by the Agents and the Lenders to the Loan Parties in connection with the provision of the Modification, the Borrower hereby agrees to pay, and upon effectiveness of this Letter Agreement, is deemed to have paid, to the Administrative Agent, for the benefit of the Lenders in accordance with their Pro Rata Shares, an amendment fee equal to $500,000 (the "Modification Fee"), which Modification Fee shall be paid in kind by capitalizing such Modification Fee and adding such capitalized amount to the outstanding principal amount of the Term Loans on the date hereof. The Modification Fee (i) has been fully earned on the date hereof, (ii) is non-refundable when paid, and (iii) constitutes part of the Obligations.

Each Loan Party hereby acknowledges and agrees that this Letter Agreement constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Letter Agreement.

This Letter Agreement shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Effective Date"):

(i) Except for Section 6.1(h)(iii) of the Financing Agreement as a result of past due balances in respect of the specific Material Contracts set forth on Annex B attached to the Amendment, the representations and warranties contained in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date);

(ii) After giving effect to this Letter Agreement, no Default or Event of Default shall have occurred and be continuing on the Effective Date or result from this Letter Agreement becoming effective in accordance with its terms; and

(iii) The Borrower shall have paid on or before the date hereof, the Modification Fee.

This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Sections 12.10 and 12.11 (*Consent to Jurisdiction; Services of Process and Venue and Waiver of Jury Trial, Etc.*) of the Financing Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

Any provision of this Letter Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

The contents of this Letter Agreement are confidential. Except as required by law, statute, rule, regulation or valid judicial process, this Letter Agreement (or its contents) shall not be disclosed or displayed or its contents otherwise disclosed to any third Person (other than to your directors, officers, executive-level employees, attorneys and legal and financial advisors) without the prior written consent of the Agents and the Required Lenders.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: Manuel Senderos
98F7D4297412499...

Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDINGS LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Secretary

4TH SOURCE MEXICO, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

Exhibit A

Conformed Financing Agreement

Conformed through Amendment No. 4

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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SCHEDULES AND EXHIBITS

FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) a term loan in the aggregate principal amount of $55,000,000, and (b) a revolving credit facility in an aggregate principal amount not to exceed $3,000,000 at any time outstanding. The proceeds of the term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes and (iv) to pay fees and expenses related to this Agreement. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Parties) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms)

are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"Amendment No. 1" means that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 1 Effective Date" means August 10, 2022.

"Amendment No. 4 Effective Date" means March 7, 2023.

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of

AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof), (x) with respect to any Reference Rate Loan, 8.00% per annum and (y) with respect to any SOFR Loan, 9.00% per annum.

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to Section 2.03(b)(z)) whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan Parties) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries

(other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, "Consolidated EBITDA" for any period set forth on Schedule 1.01(D) shall be deemed equal to the amount for such period set forth on Schedule 1.01(D).

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that: (I) the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary; (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation; and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries; and (II) the following shall be added to consolidated net income (loss) of such Person only to the extent that, in calculating consolidated net income (without regard to this clause (II)) such amounts were deducted from consolidated net income: (w) the Waiver and Amendment Fee (as such term is defined in the agreement referred to in clause (y) of the definition of Fee Letter); (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added); and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to

purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan Parties) maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid

by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other

Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its

Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Mexican Loan Party as of the Amendment No. 1 Effective Date.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as (i) amended by that certain Amendment No. 1 to the Credit Agreement dated as of December 9, 2021, (ii) amended by that certain Amendment No. 2 to the Credit Agreement dated as of

March 30, 2022, (iii) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement, (iv) amended by that certain Amendment No. 4 to the Credit Agreement dated as of August 10, 2022, (v) amended by that certain Amendment No. 5 to the Credit Agreement dated as of November 22, 2022, (vi) amended by that certain Amendment No. 6 to the Credit Agreement dated as of the Amendment No. 4 Effective Date and that certain Waiver to Credit Agreement dated as of the Amendment No. 4 Effective Date, and (vii) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $1,580,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Obligor" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation, the land on which

each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means, collectively, (x) the fee letter, dated as of May 27, 2022, among the Borrower, the Lenders and the Administrative Agent, and (y) the fee letter, dated as of the Amendment No. 4 Effective Date, among the Borrower, the Lenders and the Administrative Agent.

"Final Maturity Date" means the earlier of (a) January 1, 2025, and (b) May 1, 2023; provided that, this clause (b) shall not apply if (i) Requisite Shareholder Approval (as defined in the Existing Second Lien Credit Facility) has been obtained or is deemed to have been obtained, in each case, in accordance with the terms of the Existing Second Lien Credit Facility, on or prior to May 1, 2023 or (ii) the Outstanding Obligations due to the Tranche B-1 Lender and the Tranche B-2 Lender (each as defined under the Existing Second Lien Credit Facility) have been converted into Conversion Payment Shares (as defined in the Existing Second Lien Credit Facility) on or before June 15, 2023. If any such date in this definition is not a Business Day, the immediately preceding Business Day shall be deemed to be the "Final Maturity Date" hereunder.

"Financial Advisor" has the meaning specified therefor in Section 7.01(s)(i).

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets

of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period, provided that for the purpose of calculating such ratio, the foregoing clause (a) shall exclude (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added), and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Funding Losses" has the meaning specified therefor in Section 2.08(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such

change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken,

reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" has the meaning specified therefor in Section 2.05(a).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other

items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means the Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter, any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving

aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan Parties" means AgileThought Digital Solutions, S.A.P.I. de C.V. and AgileThought Mexico, S.A. de C.V..

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts

payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Operational Advisor" has the meaning specified therefor in Section 7.01(s)(ii).

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

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

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Parties) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent,

such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Parties) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Parties), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan Parties), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan Parties) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so

long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) the Existing Earn-Out Obligations;

(m) Permitted Future Earn-Out Obligations;

(n) Subordinated Indebtedness;

(o) Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal amount not to exceed $23,000,000, plus the aggregate amount of interest on such Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) Indebtedness arising from Permitting Factoring Dispositions;

(q) the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) to the extent constituting Indebtedness, the Unpaid Taxes;

(t) PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Parties), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Parties) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Parties) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Parties), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Parties) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that, other than any Liens Securing the Obligations, in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified;

(d) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended;

(e) such extension, refinancing or modification shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being extended, refinanced or modified or, if applicable, shall be unsecured; and

(f) such extension, refinancing or modification shall not (if secured) have a Lien priority greater than such Indebtedness being extended, refinanced or modified.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan Parties),

(c) any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan Parties) to any other Subsidiary of the Borrower,

(d) Holdings to pay dividends in the form of common Equity Interests, and

(e) Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) a Lender's obligation to make the Term Loan and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan and the denominator shall be the aggregate unpaid principal amount of the Term Loan, and

(c) all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loan, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loan, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to Section 7.01(a)(v).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Parties) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) a Mortgage duly executed by the applicable Loan Party,

(b) evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan Parties in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations).

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a

Subsidiary shall mean a Subsidiary of the Loan Parties (including, for the avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the loans made by the Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the amount set forth in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loan (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued

to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Lenders' Term Loan Commitments.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in 0.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash, Cash Equivalents and any Indebtedness owing to such Person or any of its Subsidiaries by Affiliates of such Person), minus (b)

the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01, Section 7.02 and Section 7.03, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 842 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied, (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Holdings and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Obligation to Make Payments in Dollars. All payments to be made by any Loan Party of principal, interest, fees and other Obligations under any Loan Document shall be made in Dollars in same day funds, and no obligation of any Loan Party to make any such payment shall be discharged or satisfied by any payment other than payments made in Dollars in same day funds.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time during the term of this Agreement, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment; and

(ii) each Term Loan Lender severally agrees to make the Term Loan to the Borrower on the Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan Commitment.

No portion of any Loan will be funded (initially or through participation, assignment, transfer or securitization) with plan assets of any plan covered by ERISA or Section 4975 of the Internal Revenue Code if it would cause the Borrower or any Guarantor to incur any prohibited transaction excise tax penalties under Section 4975 of the Internal Revenue Code.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans outstanding at any time to the Borrower shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow, the Revolving Loans on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein. No Revolving Loans shall be advanced on the Effective Date.

(ii) The aggregate principal amount of the Term Loan made on the Effective Date shall not exceed the Total Term Loan Commitment. Any principal amount of the Term Loan which is repaid or prepaid may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior notice in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing") or such other form approved by the Administrative Agent, not later than 12:00 noon (New York City time) on the date which is (i) in the case of the Term Loan, three (3) Business Days prior to the Effective Date and (ii) three (3) Business Days prior to the date of the proposed Revolving Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed Loan). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, (ii) whether such Loan is requested to be a Revolving Loan or the Term Loan, (iii) whether the Loan is requested to be a Reference Rate Loan or a SOFR Loan, (iv) the use of the proceeds of such proposed Loan, (v) Borrower's account wiring instructions, and (vi) the proposed borrowing date, which must be a Business Day, and, with respect to the Term Loan, must be the Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Accounts no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Accounts or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be wired to an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative

Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any

such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal amount of the Term Loan shall be repayable (w) in an aggregate amount equal to $15,000,000 on or prior to April 15, 2023, (x) in an aggregate amount equal to $20,000,000 (inclusive of the amount specified in clause (w)) on or prior to June 15, 2023; (y) in an aggregate amount equal to $25,000,000 (inclusive of the amounts specified in clauses (w) and (x)) on or prior to September 15, 2023; and (z) in consecutive quarterly installments on the last Business Day of each fiscal quarter of Holdings and its Subsidiaries starting with the fiscal quarter ending December 31, 2023, each in an amount equal to $687,500.00; provided, however, that the last such installment of principal required to be repaid in accordance with clause (z) above shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan. The outstanding unpaid principal amount of the Term Loan, and all accrued and unpaid interest thereon, together with all other Obligations, shall be due and payable on the earliest of (i) the termination of the Total Revolving Credit Commitment, (ii) the Final Maturity Date and (iii) the date on which the Term Loan is declared due and payable pursuant to the terms of this Agreement.

(c) Each Lender shall maintain, in accordance with its usual practice, an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Borrower, each Revolving Loan shall be either a Reference Rate Loan or a SOFR Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(b) Term Loan. Subject to the terms of this Agreement, at the option of the Borrower, the Term Loan or any portion thereof shall be either a Reference Rate Loan or a SOFR Loan. Each portion of the Term Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin, and each portion of the Term Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable (i) in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month, commencing on the last Business Day of the month following the month in which such Loan is made, (ii) in the case of a SOFR Loan, on the last day of the then effective Interest Period applicable to such Loan and (iii) in the case of each Loan, at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed. For the avoidance of doubt, no date of payment shall be included in any computation.

Section 2.05 Increase in Revolving Credit Commitment.

(a) The Borrower may request an increase in Revolving Credit Commitments from the existing Revolving Loan Lenders from time to time upon not less than 15 days' written notice to Administrative Agent and the Revolving Loan Lenders, as long as (i) the requested increase is offered on the same terms as the existing Revolving Credit Commitments, (ii) such new Revolving Credit Commitments shall be available at any time prior to the Final Maturity Date, (iii) the Revolving Loan made pursuant to such Revolving Credit Commitments are used for the general corporate purposes of the Borrower (including in connection with Permitted Acquisitions), and (iv) the Administrative Agent and the Revolving Loan Lenders consent in their sole discretion to such increase at the time of the request thereof (any Revolving Loans extended pursuant to this Section 2.05, "Incremental Revolving Loans").

(b) Upon satisfaction of the criteria set forth in Section 2.05(a), Administrative Agent shall promptly notify the existing Revolving Loan Lenders of the requested increase and, within 3 Business Days thereafter, each existing Revolving Loan Lender shall notify Administrative Agent in writing if and to what extent such existing Revolving Loan Lenders commits to increase its Revolving Credit Commitment. Any existing Revolving Loan Lenders not responding within such period shall be deemed to have declined an increase. For the avoidance of doubt, no existing Revolving Loan Lender shall be obligated to participate in any extension of Incremental Revolving Loans. All such increased Revolving Credit Commitments among committing Revolving Loan Lenders in connection with Incremental Revolving Loans shall be allocated on a pro rata basis (in accordance with such Revolving Loan Lenders Pro Rata Shares of the current Revolving Credit Commitments) between such participating Revolving Loan Lenders (or on such other basis as the participating Revolving Loan Lenders agree in their sole discretion). The Total Revolving Credit Commitment shall be increased by the requested amount (or such lesser amount committed) on a date agreed upon by Administrative Agent, the participating Revolving Loan Lenders and the Borrower and all such Incremental Revolving Loans made shall be deemed a "Revolving Loan" hereunder. The Administrative Agent, the Borrower, and the existing Revolving Loan Lenders making new Revolving Loans shall execute and deliver such customary documents and agreements as Administrative Agent deems reasonably appropriate to evidence the increase in and allocations of Revolving Credit Commitments. On the effective date of any such increase, the outstanding Revolving Loans and other exposures under the Revolving Credit Commitments shall be reallocated among Revolving Loan Lenders, and settled by Administrative Agent as necessary, in accordance with Revolving Loan Lenders' adjusted shares of such Revolving Credit Commitments.

Section 2.06 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $1,000,000 (or by the full amount of the Total Revolving Credit Commitment in effect immediately prior to such reduction if such amount at that time is less than $1,000,000), (2) made by providing prior to 5:00 p.m. New York City time, not less than five (5) Business Days' prior written notice to the Administrative Agent, (3) irrevocable and (4) accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Term Loan. The Total Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may, at any time and from time to time, upon written notice delivered by 5:00 p.m. New York City time, ten Business Days' prior to the proposed prepayment date, prepay the principal of any Revolving Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(i) in connection with a reduction of the Total Revolving Credit

Commitment pursuant to Section 2.06(a)(i) above shall be accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment.

(ii) Term Loan. The Borrower may, at any time and from time to time, by 5:00 p.m. (New York City time) upon at least five (5) Business Days' prior written notice to the Administrative Agent, prepay the principal of the Term Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(ii) shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid and (B) the Applicable Premium, if any, payable in connection with such prepayment of the Term Loan. Each such prepayment shall be applied against the remaining installments of principal due on the Term Loan in the inverse order of maturity.

(iii) Termination of Agreement. The Borrower may, upon at least 30 days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in full in cash, the Obligations, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement. If the Borrower has sent a notice of termination pursuant to this Section 2.06(b)(iii), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrower shall be obligated to repay the Obligations, in full in cash, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice.

(c) Mandatory Prepayment.

(i) Within three (3) Business Days after the delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(iii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended December 31, 2022 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(iii), by the date three (3) Business Days after the date such statements are required to be delivered to the Agents and the Lenders pursuant to Section 7.01(a)(iii), the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(c)(iv) in an amount equal to the result of (to the extent positive) (1) ECF Percentage of Holdings and its Subsidiaries for such Fiscal Year minus (2) the aggregate principal amount of all payments made by the Borrower pursuant to Section 2.06(b) for such Fiscal Year (in the case of payments made by the Borrower pursuant to Section 2.06(b)(i), only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments).

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (g), (h) or (j) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(c)(iv) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Dispositions $250,000 in any Fiscal Year. Nothing contained in this Section 2.06(c)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Immediately upon the receipt of Net Cash Proceeds (A) from the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(c)(iv) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith or (B) upon an Equity Issuance (other than any Excluded Equity Issuances), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(c)(iv) in an amount equal to

25% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.06(c)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Immediately upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(c)(iv) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) Immediately upon receipt by the Borrower of the proceeds of any Permitted Cure Equity pursuant to Section 9.02, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(c)(iv) in an amount equal to 100% of such proceeds.

(vi) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.06(c)(ii) or Section 2.06(c)(iv), as the case may be, up to $250,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace, repair or restore properties or assets (other than current assets) used in such Person's business, provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Administrative Agent within five (5) days after such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds shall be used to replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed 120 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended); provided that such Net Cash Proceeds shall actually be reinvested within an additional 90 days thereafter, (C) such Net Cash Proceeds are deposited in an account subject to a Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.06(c)(ii) or Section 2.06(c)(iv) as applicable

(d) Application of Payments. Each prepayment pursuant to subsections (c)(i), (c)(ii), (c)(iii), (c)(iv) and (c)(v) above shall be applied, first, to the Term Loan, until paid in full, and second, to the Revolving Loans (with a corresponding permanent reduction in the Revolving Credit Commitments), until paid in full in cash. Each such prepayment of the Term Loan shall be applied against the remaining installments of principal of the Term Loan in the inverse order of maturity. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.06(c) shall be applied in the manner set forth in Section 4.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.06 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses payable pursuant to Section 2.08(e), (iii) the Applicable Premium, if any, payable in connection with such prepayment of the Loans to the extent required under Section 2.07(c) and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.07.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.06, payments with respect to any subsection of this Section 2.06 are in addition to payments made or required to be made under any other subsection of this Section 2.06.

(g) Waivable Mandatory Prepayments. Anything contained herein to the contrary notwithstanding, in the event that the Borrower are required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans pursuant to Section 2.06(c), not less than 12:00 noon (New York City time) two (2) Business Days prior to the date on which the Borrower are required to make such Waivable Mandatory Prepayment (the "Required Prepayment Date"), the Borrower shall notify the Administrative Agent in writing of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender of the amount of such Lender's Pro Rata Share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Borrower and the Administrative Agent of its election to do so on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date (it being understood that any Lender that does not notify the Borrower and the Administrative Agent of its election to exercise such option on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Mandatory Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Loans of such Lenders (which prepayment shall be applied to prepay the outstanding principal amount of the Obligations in accordance with Section 2.06(d)) and (ii) to the extent of any excess, to the Borrower for working capital and general corporate purposes.

Section 2.07 Fees.

(a) [Reserved].

(b) Unused Line Fee. The Borrower agrees to pay to the Administrative Agent an unused line fee (the "Unused Line Fee") for the account of each Revolving Loan Lender, which shall accrue at a rate per annum equal to 2% on the amount of the undrawn portion of the Revolving Credit Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Credit Commitments terminate. The Unused Line Fee shall accrue through and including the last day of March, June, September and December of each year shall be due and payable in arrears on the such last day and on the date on which the Revolving Credit Commitments terminate, commencing on the first such date to occur after the date hereof.

(c) Applicable Premium.

(i) Upon the occurrence of an Applicable Premium Trigger Event, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their Pro Rata Shares, the Applicable Premium.

(ii) Any Applicable Premium payable in accordance with this Section 2.07(c) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY ACCELERATION.

(iii) The Loan Parties expressly agree that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Commitments and make the Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such Applicable Premium Trigger Event.

(iv) Nothing contained in this Section 2.07(c) shall permit any prepayment of the Loans or reduction of the Commitments not otherwise permitted by the terms of this Agreement or any other Loan Document.

(d) Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may, upon reasonable advance notice, visit any or all of the Loan Parties and/or conduct inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations of any or all of the Loan Parties at any reasonable time and from time to time. The Borrower agrees to pay (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations and (ii) the cost of all visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations conducted by a third party on behalf of the Agents).

(e) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

Section 2.08 SOFR Option.

(a) The Borrower may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon Adjusted Term SOFR (the "SOFR Option") by notifying the Administrative Agent in writing prior to 11:00 a.m. (New York City time) at least three (3) Business Days prior to (i) the proposed borrowing date of a Loan (as provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a SOFR Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a SOFR Loan as a SOFR Loan, the last day of the then current Interest Period (the "SOFR Deadline"). Notice of the Borrower's election of the SOFR Option for a permitted portion of the Loans pursuant to this Section 2.08(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in accordance with Section 2.02 or (B) a notice in writing, in substantially the form of Exhibit D hereto (a "SOFR Notice") prior to the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each SOFR Notice shall be irrevocable and binding on the Borrower.

(b) Interest on SOFR Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrower properly have exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a

Default or an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that any portion of the Loans bear interest at Adjusted Term SOFR and the Administrative Agent shall have the right (but not the obligation) to convert the interest rate on all outstanding SOFR Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder on the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (i) shall have not more than three (3) SOFR Loans in effect at any given time, and (ii) only may exercise the SOFR Option for SOFR Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrower may prepay SOFR Loans at any time; provided, however, that in the event that SOFR Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.06(c) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.08(e).

(e) [Reserved].

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

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

(h) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and the Required Lenders pursuant to this Section 2.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor

for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(j) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans.

Section 2.09 Funding Losses. In connection with each SOFR Loan, the Borrower shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.06(c)), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any Notice of Borrowing or SOFR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such SOFR Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.08(e) shall be conclusive absent manifest error.

Section 2.10 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any and all Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any Withholding Agent) requires the deduction or withholding of any Taxes from or in respect of any such payment, (i) the applicable Withholding Agent shall make such deduction or withholding, (ii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional Amount") necessary such that after making such deduction or withholding (including deductions and with Holdings applicable to Additional Amount payable under this Section 2.10) the applicable Recipient receives the amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, each Loan Party shall pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes by any Secured Party.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.10) paid or payable by such Secured Party or required to be withheld or deducted from a payment to such Secured Party and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes. A certificate as to the amount of such payment or liability delivered to the Borrower by a Secured Party (with a copy to the Administrative Agent) or on behalf of another Secured Party shall be conclusive absent manifest error.

(d) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

(B) any Lender that is not a U.S. Person (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

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

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 2.09(d)-1 hereto to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-2 or Exhibit 2.09(d)-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-4 on behalf of each such direct and indirect partner;

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

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

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

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.07(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by

the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.10 (including by the payment of Additional Amounts pursuant to this Section 2.10), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(h) Promptly after any payment of Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 2.10, the Loan Parties shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Section 2.11 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any agreement to make Loans, or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 2.11 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Reference Rate. A certificate of such Secured Party claiming compensation under this Section 2.11, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.11, and shall be final and conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 2.11 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.12 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 2.10).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.12 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS

Section 4.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Accounts. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day, may, in the Administrative Agent's sole discretion, be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower, funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may

be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) If requested, the Administrative Agent shall provide the Borrower, after the end of a calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender and any payment of an amendment, consent or waiver fee to consenting Lenders pursuant to an effective amendment, consent or waiver with respect to this Agreement), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.07 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all payments in respect of any Obligations, including without limitation, all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, to pay interest then due and payable in respect of the Collateral Agent Advances until paid

in full; (iii) third, to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Revolving Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Revolving Loan Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Revolving Loans until paid in full; (vi) sixth, ratably to pay principal of the Revolving Loans until paid in full; (vii) seventh, ratably to pay the Term Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Term Loan Lenders until paid in full; (viii) eighth, ratably to pay interest then due and payable in respect of the Term Loan until paid in full; (ix) ninth, ratably to pay principal of the Term Loan until paid in full; (x) tenth, ratably to pay the Obligations in respect of any Applicable Premium then due and payable to the Lenders until paid in full; and (xi) eleventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by the Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders) or, if so directed by the Borrower and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loans were not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made such Loans to the Borrower. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Administrative Agent to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding

Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrower shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the Effective Date all fees, costs, expenses and taxes then due and payable pursuant to Section 2.07 and Section 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the Effective Date are true and correct on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the Loans on the Effective Date shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) the Security Agreement;

(ii) a UCC Filing Authorization Letter, together with evidence satisfactory to the Collateral Agent of the filing of appropriate financing statements on form UCC-1, in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement;

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, (x) which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent) or (y) shall be accompanied by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in all such financing statements and other filings (or similar document) have been released or will be released on the Effective Date concurrently with the funding of the Loans hereunder;

(iv) a Perfection Certificate;

(v) the Disbursement Letter;

(vi) the Fee Letter;

(vii) the Intercompany Subordination Agreement;

(viii) the Intercreditor Agreement, the AGS Subordination Agreement and the Exitus Subordination Agreement;

(ix) [Reserved];

(x) [Reserved];

(xi) the management rights letter, dated as of the date hereof, among the Loan Parties and the Agents, as amended, amended and restated, supplemented or otherwise modified from time to time (the "VCOC Management Rights Agreement");

(xii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Notices of Borrowing, SOFR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers and (D) as to the matters set forth in Section 5.01(b), 5.01(c), 5.01(e), 5.01(f), 5.01(j) and 5.01(k);

(xiii) a certificate of the chief financial officer of Holdings (A) setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis after giving effect to the Loans, with each of the financial covenants contained in Section 7.03 (as if the covenants applicable to the fiscal month ending April 30, 2022 applied on the Effective Date), (B) certifying that all United States federal and other material tax returns required to be filed by the Loan Parties have been filed and all taxes (other than the Unpaid Taxes) upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, (C) attaching a copy of the Financial Statements and the Projections described in Section 6.01(g)(ii) hereof and certifying as to the compliance with the representations and warranties set forth in Section 6.01(g)(i) and Section 6.01(bb)(ii) and (D) certifying that after giving effect to all Loans to be made on the Effective Date, all liabilities of the Loan Parties (other than any accounts payable that are past due and expressly permitted pursuant to Section 7.02(s)) are current;

(xiv) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis), after giving effect to the Loans made on the Effective Date, are Solvent;

(xv) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts as in effect on the Effective Date are true, complete and correct copies thereof and (B) such agreements remain in full force and effect and that none of the Loan Parties has breached or defaulted in any of its obligations under such agreements;

(xvi) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Effective Date as to the subsistence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions;

(xvii) an opinion of (i) Mayer Brown LLP, New York, Delaware and California counsel to the Loan Parties, and (ii) Carlton Fields, P.A., Florida counsel to the Loan Parties, as to such matters as the Collateral Agent may reasonably request;

(xviii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, together with evidence of the payment of all premiums due in respect thereof for such period as the Collateral Agent may request; and

(xix) evidence of the payment in full of all Indebtedness under the Existing First Lien Credit Facility (other than the Deferred Monroe Fees), together with (A) a termination and release agreement with respect to the Existing First Lien Credit Facility and all related documents, duly executed by the Loan Parties and the Existing First Lien Lenders, (B) a termination of security interest in Intellectual Property for each assignment for security recorded by the Existing First Lien Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, and (C) UCC-3 termination statements for all UCC-1 financing statements filed by the Existing Lenders and covering any portion of the Collateral.

(e) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development shall have occurred since December 31, 2021 which could reasonably be expected to have a Material Adverse Effect.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans, or the conduct of the Loan Parties' business, or the consummation of any of the underlying transactions shall have been obtained and shall be in full force and effect.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Collateral Agent and its counsel, and the Collateral Agent and such counsel shall have received all such information and such counterpart originals or certified or other copies of such documents as the Collateral Agent or such counsel may reasonably request.

(h) Management Reference Checks. The Collateral Agent shall have received satisfactory reference checks for, and shall have had an opportunity to meet with, key management of each Loan Party.

(i) [Reserved].

(j) Security Interests. The Loan Documents shall create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to Permitted Liens).

(k) Litigation. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or threatened in any court or before any arbitrator or Governmental Authority which relates to the Loans or which, in the opinion of the Collateral Agent, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(l) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(m) Patriot Act Compliance. The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, a duly executed IRS Form W-9 (or other applicable tax form) of Holdings and the Borrower, and all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested in writing by the Administrative Agent at least three (3) Business Days prior to the Effective Date.

(n) Meeting with Management. The Agents shall have had a meeting at Holdings' corporate offices (or at such other location as may be agreed to by the Borrower and the Agents) at such time as may be agreed to by the Borrower and the Agents to discuss the financial condition and results of operation of Holdings and its Subsidiaries.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any

default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. On the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, the authorized Equity Interests of Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Holdings and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Holdings are owned by Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Holdings or any of its Subsidiaries and no outstanding obligations of Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Holdings or any of its Subsidiaries, or other obligations of Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Holdings or any of its Subsidiaries.

(f) Litigation. Except as set forth in Schedule 6.01(f), there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Statements.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Holdings and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 21, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

(j) Taxes, Etc. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $250,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l) hereto.

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which

(either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as set forth on Schedule 6.01(p), (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q) hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse

consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

(r) Insurance. Each Loan Party maintains all insurance required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Effective Date.

(s) Use of Proceeds. The proceeds of the Loans shall be used to (a) refinance the Existing First Lien Credit Facility (excluding the payment of Deferred Monroe Fees) and other existing indebtedness of the Borrower, (b) pay fees and expenses in connection with the transactions contemplated hereby, (c) pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties and (d) fund working capital of the Borrower.

(t) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject

to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) Senior Indebtedness, Etc. Each of the applicable Loan Parties has the power and authority to incur the Indebtedness provided for under the Existing Second Lien Credit Facility and has duly authorized, executed and delivered the Existing Second Lien Credit Facility. The Existing Second Lien Credit Facility constitutes the legal, valid and binding obligation of Holdings and its Subsidiaries enforceable against Holdings and its Subsidiaries in accordance with its terms. The subordination provisions of the Intercreditor Agreement are and will be enforceable against the Existing Second Lien Lenders by the Secured Parties which have not effectively waived the benefits thereof. All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Loans and fees and expenses in connection therewith, constitute the Senior Credit Facility (as defined in the Existing Second Lien Credit Facility), and all such Obligations are entitled to the benefits of the subordination created by the Intercreditor Agreement. Holdings and each of its Subsidiaries acknowledges that the Agents and the Lenders are entering into this Agreement, and extending their Commitments, in reliance upon the subordination provisions of the Intercreditor Agreement and this Section 6.01(y).

(z) Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

(aa) Anti-Bribery and Corruption.

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Corruption Laws.

(bb) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES AND OTHER COLLATERAL MATTERS

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity

Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first full fiscal month of Holdings and its Subsidiaries ending after the Effective Date, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Holdings and its Subsidiaries commencing with the first full fiscal quarter of Holdings and its Subsidiaries ending after the Effective Date, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries

as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Holdings and satisfactory to the Agents (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), a Compliance Certificate:

(A) stating that an Authorized Officer of the Borrower has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 and the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof, (2) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents, showing compliance with Section 7.03(c) and (3) including a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by (X) clause (iii) of this Section 7.01(a), attaching (1) the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) and (2) confirmation that there have been no changes to the information contained in each of the Perfection Certificates delivered on the Effective Date or the date of the most recently updated Perfection Certificate delivered pursuant to this clause (iv) and/or attaching an updated Perfection Certificate identifying any such changes to the information contained therein, and (Y) clause (ii) of this Section 7.01(a), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries

and evidence that such insurance meets the requirements set forth in Section 7.01(h), each Security Agreement and each Mortgage (or stating that there has been no change in the information most recently provided pursuant to this clause (C)(Y)), together with such other related documents and information as the Administrative Agent may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after the Effective Date, reports in form and detail satisfactory to the Agents and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent may request, and (B) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request, all in detail and in form satisfactory to the Agents;

(vi) (A) on or prior to the date that the payment required under Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the Lenders, by 5:00 p.m. (New York City time), on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (B) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, reports in form and detail satisfactory to the Agents, and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments), listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request;

(vii) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Section 6.01(bb)(ii) are true and correct with respect to the Projections;

(viii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(ix) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(xi) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is $500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xiii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiv) as soon as possible and in any event within five (5) days after the delivery thereof to Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); provided that all such reports and other information is subject to Section 12.19;

(xv) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange (including, without limitation, any statements, reports, filings, agreements, or other information that relate to any Equity Issuance) and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(xvi) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xvii) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with Section 7.02(r);

(xviii) [reserved];

(xix) simultaneously with the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 7.01(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the Financial Statements that is permitted by Section 7.02(q), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 7.01(a) will differ from the consolidated

financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Agents;

(xx) (A)(1) on or prior to the date that the payment required under Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the Lenders, by 5:00 p.m. (New York City time), on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (2) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (B)(1) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Holdings and its Subsidiaries, a 13-week cash flow forecast of Holdings and its Subsidiaries in form and substance satisfactory to the Agents (the "13-Week Cash Flow") and (2) if the Liquidity of Holdings and its Subsidiaries is less than $7,000,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Holdings and its Subsidiaries for each day in the prior week is greater than $7,000,000, a 13-Week Cash Flow;

(xxi) as soon as possible and in any event within one (1) day after receipt thereof by any Loan Party, copies of any reports or other work product prepared by the Financial Advisor or the Operational Advisor; and

(xxii) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Agent may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Security Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Security Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a

Pledge Amendment (as defined in the Security Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Security Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of $250,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours and with reasonable notice to the Borrower, at the expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as their interests may appear, in case of loss, under a standard non contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Agents and the Lenders, as their respective interests may appear, and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental

Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of $250,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of $500,000 in the case of a fee interest immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 7.01(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. The Borrower shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Holding's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders to discuss the financial condition and results of operation of Holdings and its Subsidiaries for the most recently ended fiscal quarter. Upon the request of any Agent or the Required Lenders, each of the Financial Advisor and/or the Operational Advisor will attend and participate in such meetings.

(p) Board Information Rights. The Administrative Agent shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Administrative Agent were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Administrative Agent shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; provided that, the Administrative Agent shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the

foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(r) Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 7.01(r), in each case within the time limits specified on such schedule.

(s) Financial Advisor; Operational Advisor. On or before the Amendment No. 4 Effective Date, (i) retain a financial advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Financial Advisor") and (ii) retain an operational advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Operational Advisor"), in each case, on terms and with a scope of engagement reasonably acceptable to Administrative Agent and Required Lenders.

(t) Equity Proceeds. Notwithstanding anything to contrary contained in Section 2.06(c), until such time as the Loan Parties have prepaid the Term Loans in the amount set forth in Section 2.03(b)(w), immediately (and in any event, within three (3) Business Days) upon any Equity Issuance, the Borrower shall prepay the outstanding amount of the Term Loans (plus all other Obligations due in connection with such prepayment) in an amount equal to not less than 80% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 7.01(t) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (x) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into any Loan Party (other than Holdings or the Mexican Loan Parties),

(y) any wholly-owned Subsidiary that is not a Loan Party may be merged into another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no

less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Parties); (iii) transactions permitted by Section 7.02(e) and Section 7.02(h), (iv) sales of Qualified Equity Interests of Holdings to Affiliates of Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) subject to the terms of this Agreement and the Intercreditor Agreement, the Existing Second Lien Credit Facility and Permitted Second Lien Loan Payments, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Existing Second Lien Credit Facility;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness, including, for the avoidance of doubt, the Existing Second Lien Credit Facility (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) subject to the terms of the Intercreditor Agreement, the Existing Second Lien Credit Facility (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Credit Facility), (ii) the AN Extend Earn-Out or (iii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii)),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 3.00 to 1.00, (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Holdings (and not in cash),

(4) subject to the terms of the Intercreditor Agreement, payments, prepayments, repayments, repurchases or redemptions of the Existing Second Lien Credit Facility constituting Permitted Second Lien Loan Payments,

(5) payments of the Exitus Renewal Fee (which has been paid);

(6) so long as, immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing, then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness in an aggregate amount not to exceed $1,000,000; and

(7) so long as, (x) immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing and (y) prior to any such payments, the Loan Parties shall have repaid the Term Loan in the amounts required pursuant to Section 2.03(b)(w) and (x), then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness after June 15, 2023 in an aggregate amount not to exceed $1,580,000.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, provided that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws .

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. Have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to (i) at any time on or prior to March 24, 2023, $5,000,000, (ii) at any time after March 24, 2023 but on or prior to April 15, 2023, $3,000,000 and (iii) at any time thereafter, $1,300,000.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	$150,000,000
September 30, 2022	$150,000,000
December 31, 2022	$150,000,000
March 31, 2023 and each fiscal month ending thereafter	$150,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio
March 31, 2023	6.38:1.00
April 30, 2023	6.60:1.00
May 31, 2023	6.20:1.00
June 30, 2023	6.00:1.00
July 31, 2023	5.28:1.00
August 31, 2023	4.51:1.00

September 30, 2023	4.12:1.00
October 31, 2023	3.50:1.00
November 30, 2023	3.14:1.00
December 31, 2023	4.63:1.00
January 31, 2024 and each fiscal month ending thereafter	3:50:1.00

(c) Liquidity. Permit Liquidity to be (i) less than $1,000,000 at any time on or prior to March 24, 2023, (ii) less than $2,000,000 at any time after March 24, 2023 but on or prior to April 15, 2023 and (iii) less than $7,000,000 at any time thereafter.

(d) LTM EBITDA. Unless the Loan Parties shall have prepaid the Term Loan in the principal amounts required pursuant to Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) on or prior to April 15, 2023, each Loan Party shall not permit the Consolidated EBITDA of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Consolidated EBITDA
March 31, 2023	$9,953,000
April 30, 2023	$9,627,000
May 31, 2023	$10,238,000
June 30, 2023	$10,607,000
July 31, 2023	$12,023,000
August 31, 2023	$14,055,000
September 30, 2023	$15,415,000
October 31, 2023	$18,117,000
November 30, 2023	$20,224,000
December 31, 2023 and each fiscal month ending thereafter	$13,707,000

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(b), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) Subject to Section 7.01(r), the Loan Parties shall, with respect to each Cash Management Account (other than Excluded Accounts), deliver to the Collateral Agent a Control Agreement with respect to such Cash Management Account. The Loan Parties shall not maintain, and shall not permit any of their Domestic Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account (other than Excluded Accounts), unless the Collateral Agent shall have received a Control Agreement in respect of each such Cash Management Account; provided that, the total amount of cash, Cash Equivalents or other amounts in any deposit account or securities account of any Foreign Subsidiary not subject to a Control Agreement shall not exceed, at any time on and after the date that is ten (10) Business Days after the Effective Date, $2,000,000.

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Accounts, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Accounts.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrower may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that (i) such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank, and (ii) prior to the time of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent a Control Agreement. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of three (3) Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a), 7.01(b), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(m), Section 7.01(o), Section 7.01(r), Section 7.01(t), Section 7.02, Section 7.03 or Article VIII, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Security Agreement to which it is a party or any Mortgage to which it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) (i) Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to $500,000 (including, for the avoidance of doubt, under the Existing Second Lien Facility), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the

benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $500,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $500,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the Existing Second Lien Facility (including, for the avoidance of doubt, any "Default" or "Event of Default" thereunder that does not constitute a Default or Event of Default hereunder) or any other Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, or (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) other than with respect to (A) the Event of Default under Section 9.01(a) occurring solely as a result of the failure to make the principal payments required pursuant to Sections 2.03(b)(w), (x) and (y), or (B) the Event of Default under Section 9.01(e) occurring solely as a result of the Loan Parties' failure to pay the principal payments required under the Exitus Indebtedness (but, in the case of this clause (B), only for so long as the lenders under the Exitus Indebtedness have not accelerated or otherwise begun to exercise remedies with respect to such Exitus Indebtedness), declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Premium, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Applicable Premium, if

any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 9.02 Cure Right. In the event that Holdings fails to comply with the requirements of the financial covenant set forth in Section 7.03(a) or 7.03(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); provided that (i) such proceeds are actually received by Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay the Loans in accordance with Section 2.06(c)(v) and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 9.02. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 7.03(a) and 7.03(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03(a) and/or Section 7.03(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 7.03(a) and 7.03(b).

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and

all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or

other Person (including any Lender). Any such Related Party, trustee, co-agent or other Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five (5) days of written demand by such Agent, reimburse such Agent and such Related Parties for and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments,

suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent and such Related Parties), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and the Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Party's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary

or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the Loans and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 10.18 and Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnity Obligations) in accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or

all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act.

Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Holdings or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Holdings and its Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Holdings and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such

custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

Section 10.15 Intercreditor Agreement. Each Lender hereby grants to the Collateral Agent all requisite authority to enter into or otherwise become bound by, and to perform its obligations and exercise its rights and remedies under and in accordance with the terms of, the Intercreditor Agreement and to bind the Lenders thereto by the Collateral Agent's entering into or otherwise becoming bound thereby, and no further consent or approval on the part of any Lender is or will be required in connection with the performance by the Collateral Agent of the Intercreditor Agreement.

Section 10.16 Collateral Agent May File Proofs of Claim

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.17 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Borrower, Lender, or other Person is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Borrower, Lender, or other Person shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or a portion of any distribution to the Borrower, a Lender, or other Person was an Erroneous Distribution shall be conclusive absent manifest error. Each Borrower, Lender, and other potential recipient of an Erroneous Distribution hereunder waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any

Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XI. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XI such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XI in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XI that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XI(including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

AgileThought, Inc.
222 Urban Towers
Suite 1650 E

Irving, TX 75039
Attention: Chief Financial Officer
Telephone: 1(877)5149180
Email: amit.singh@agilethought.com

with a copy to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, New York 10020-1001
Attention: Juan Pablo Moreno P.
Telephone: (212) 506-2443
Email: JMoreno@mayerbrown.com

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Legal Officer
Telephone: 1(877)5149180
Email: diana.abril@agilethought.com

if to the Administrative Agent or the Collateral Agent, to it at the following address:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge
Telephone: 212-596-9747
Email: leonard.klingbaum@ropesgray.com; nell.ethridge@ropesgray.com

Telecopier: 646-728-2694

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

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

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

Section 12.02 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (a) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, (b) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (c) in the case of any other amendment, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release the Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; provided, that the Required Lenders may elect to release all or a substantial portion of the Collateral without the requirement to obtain the written consent of each Lender if such release is in connection with (x) an exercise of remedies by the Collateral Agent at the direction of the Required Lenders pursuant to Section 9.01 or (y) any Disposition of all or a substantial portion of the Collateral by one or more of the Loan Parties with the consent of the Required Lenders after the occurrence and during the continuance of an Event of Default so long as such Disposition is conducted in a commercially reasonable manner as if such Disposition were a disposition of collateral by a secured creditor in accordance with Article 9 of the UCC; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

(b) Notwithstanding anything to the contrary in Section 12.01(a):

(i) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents;

(ii) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby;

(iii) any Control Agreement, Guaranty, Mortgage, Security Agreement, collateral access agreement, landlord waiver or other agreement or document purporting to create or perfect a security interest in any of the Collateral (a "Collateral Document") may be amended, waived or otherwise modified with the consent of the applicable Agent and the applicable Loan Party without the need to obtain the consent of any Lender or any other Person if such amendment, modification, supplement or waiver is delivered in order (A) to comply with local Requirements of Law (including foreign law or regulatory requirements) or advice of local counsel, (B) to cure any ambiguity, inconsistency, omission, mistake or defect or (C) to cause such Collateral Document to be consistent with this Agreement and the other Loan Documents, and if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, inconsistency, omission, mistake or defect, in each case, in any provision of any Loan Document (other than a Collateral Document), then the Administrative Agent and the Borrower shall be permitted to amend such provision; any amendment, waiver or modification pursuant to this paragraph shall become effective

without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof;

(iv) no consent of any Loan Party shall be required to change any order of priority set forth in Section 2.06(c)(iv) and Section 4.03;

(v) the Administrative Agent and the Borrower may enter into an amendment to this Agreement pursuant to Section 2.08(g) to reflect an alternate service or index rate and such other related changes to this Agreement as may be applicable; and

(vi) no Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or Affiliate).

(c) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Collateral Agent and the Administrative Agent and their respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender), accounting, due diligence, periodic field

audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) any Environmental Claim, Environmental Liability or Remedial Action arising from or in connection with the past, present or future operations of, or any property currently, formerly or in the future owned, leased or operated by, any Loan Party, any of its Subsidiaries or any predecessor in interest, (k) any Environmental Lien, (l) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents and (y) if the Borrower fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The obligations of the Borrower under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall

not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to:

(i) all or a portion of its Term Loan Commitment and any Term Loan made by it with the written consent of the Borrower (such consent not to be unreasonably withheld) and each Agent, and

(ii) all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it with the written consent the Borrower (such consent not to be unreasonably withheld) and each Agent;

provided, however, that no written consent of the Borrower, the Collateral Agent or the Administrative Agent shall be required (A) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender; provided further, that under this Section 12.07(b), the consent of the Borrower shall not be required if an Event of Default has occurred and is continuing.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and all documentation and other information that such Lender reasonably

requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(iii) No such assignment shall be made to (A) any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the recordation date of each Assignment and Acceptance on the Register, , (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at one of its offices, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon)owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior written notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Borrower, Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent and Borrower must be evidenced by such Agent's or Borrower's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Loan (and the note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each note shall expressly so provide). Any assignment or sale of all or part of a Loan (and the note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Register, together with the surrender of the note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s).

(i) If any Lender sells participations in a Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Loans held by it and the principal amount (and stated interest thereon) of the portion of the Loan that is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under the Code or Treasury Regulations, including without limitation, Section 5f.103-1(c) of the United States Treasury Regulations. A Loan (and the note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each note shall expressly so provide). Any participation of such Loan (and the note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Person who purchases or is assigned or participates in any portion of such Loan shall comply with Section 2.10(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial

portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefit of Section 2.10 and Section 2.11 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it were a Lender; provided that a participant shall not be entitled to receive any greater payment under Section 2.10 or Section 2.11 with respect to its participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER

SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Loan Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document, of any Environmental Claim or any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrower's use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Borrower or the handling of the Loan Account and Collateral of the Borrower as herein provided, (iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, including any Environmental litigation, investigation or proceeding relating to or arising out of any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any

way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

(e) Section 12.15 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.07 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread

throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made either will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization, so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.19); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (viii) to any other Person if such information is general portfolio information that does not identity the Loan Parties, or (ix) with the consent of the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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EXHIBIT 11

Forbearance Agreement to the Prepetition 1L Financing Agreement

Execution Version

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT (this "Agreement"), dated as of April 18, 2023, is entered into by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages to the Financing Agreement (as defined below) (together with each other Person that executes a joinder agreement and becomes a "Guarantor" under the Financing Agreement, each a "Guarantor" and collectively, the "Guarantors"), the Lenders party hereto, Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and, together with the Collateral Agent, each an "Agent" and collectively, the "Agents"). Terms used herein without definition shall have the meanings ascribed to them in the Financing Agreement.

RECITALS

A. Agents, Lenders, Borrower and each other Loan Party have previously entered into that certain Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023 ("Amendment No. 4"), that certain letter agreement, dated March 9, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement").

B. The Loan Parties have advised the Agents and Lenders that certain Events of Default have occurred and are continuing, or may occur and continue, as expressly set forth herein.

C. The Loan Parties have requested that the Agents and Lenders forbear for a period of time from exercising their respective rights and remedies with respect to the Specified Defaults (as defined herein), and Agent and Lenders have agreed to such forbearance subject to the satisfaction of, and continued compliance with, the terms and conditions set forth in this Agreement.

D. The Loan Parties are entering into this Agreement with the understanding and agreement that, except as specifically provided herein, none of Agents' or any Lender's rights or remedies as set forth in the Financing Agreement or any other Loan Document are being waived or modified by the terms of this Agreement.

AGREEMENT

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

1. Acknowledgments by Loan Parties. Each Loan Party acknowledges and agrees as follows:

(a) Acknowledgment of Debt. As of the close of business on April 17, 2023, inclusive of the capitalized interest set forth in Section 1(e) below, each Loan Party is indebted, jointly and severally, to Lenders and Agent, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Financing Agreement and the other Loan Documents in the aggregate principal amount of not less than $68,915,614.49, plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

(b) Acknowledgment of the Specified Defaults. On and as of the date hereof: (i) each of the Events of Default enumerated on Part A of Schedule 1 attached hereto (the "Existing Defaults") have occurred and are continuing; (ii) the events or conditions enumerated on Part B of Schedule 1 attached hereto (the "Anticipated Defaults" and, together with the Existing Defaults, the "Specified Defaults") may occur and continue during the Forbearance Period (as defined below); (iii) Agents and Lenders have not waived in any respect any Existing Defaults or will be deemed to have waived in any respect any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period; (iv) Agents and Lenders have not waived any of their rights and remedies with respect to the Existing Defaults or will be deemed to have waived any of their rights and remedies with respect to any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period; and (v) except as expressly limited by this Agreement, Agents and Lenders are permitted immediately to accelerate the Obligations and exercise all rights and remedies available under the Loan Documents, applicable law and/or otherwise as a result of any of the Existing Defaults, or, upon the occurrence and during the continuation thereof, any of the Anticipated Defaults.

(c) Acknowledgment that Liabilities Continue in Full Force and Effect. The Loans and all other liabilities and Obligations of the Loan Parties under the Financing Agreement and each other Loan Documents remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery of this Agreement or by the agreements and undertakings of the parties contained herein.

(d) Acknowledgment of Perfection of Security Interest. As of the date hereof, the security interests and Liens granted to the Collateral Agent, for its benefit and the benefit of the Lenders, under the Loan Documents securing the Obligations are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Loan Documents.

(e) Capitalization of Accrued March Interest. All accrued but unpaid interest on the Loans for the period through March 31, 2023 shall be, and as of April 1, 2023 was, capitalized and added to the outstanding principal amount of the Term Loans, which the Agents and the Lenders acknowledge and consent to.

2. Forbearance by Agents and Lenders.

(a) Forbearance Period. At the request of the Loan Parties, the Agents and Lenders agree to forbear from accelerating the Obligations and from commencing and/or prosecuting the exercise of any rights and remedies (other than the right to charge interest at the

Post-Default Rate, which Post-Default Rate shall apply as of March 25, 2023 and other than the right to deliver any notices of default or similar writings and taking all steps necessary to ensure the appointment of the Approved Independent Director (as defined below) at each Mexican Loan Party and each other Subsidiary of the Loan Parties set forth in Section 3(f) below), whether at law, in equity, by agreement or otherwise, available to the Agent and Lenders as a result of the Specified Defaults, from the date hereof until the earliest to occur of the following times: (i) the Forbearance Expiration Date (as defined below); (ii) the time at which (x) any representation or warranty made by a Loan Party under this Agreement shall prove to have been materially incorrect (without duplication of any materiality qualifiers therein) when made or deemed made or (y) any Loan Party fails to comply in any respect with its covenants set forth in this Agreement; or (iii) the occurrence of any Event of Default (other than the Specified Defaults) under any of the Loan Documents (the period beginning on the date hereof and terminating on the earliest of such dates being hereinafter referred to as the "Forbearance Period"). "Forbearance Expiration Date" means 11:59 p.m. New York City time on May 10, 2023.

(b) Termination of Forbearance Period. Upon the termination of the Forbearance Period, all forbearances, deferrals and indulgences granted by the Agents and Lenders in Section 2(a) above shall automatically terminate, and the Agents and Lenders shall thereupon have, and shall be entitled to exercise, any and all rights and remedies which the Agents and/or Lenders may have upon the occurrence of an Event of Default, including, without limitation, the Specified Defaults, without any further notice.

(c) Preservation of Rights. By entering into this Agreement and agreeing to temporarily forbear from the exercise of rights and remedies under the terms of this Agreement, Agents and Lenders do not waive the Existing Defaults that are outstanding on the date hereof, the Anticipated Defaults upon their occurrence, or any Event of Default that may occur after the date hereof (whether the same as, or similar to, the Specified Defaults or otherwise). The Specified Defaults and any other Events of Default which may be continuing on the date hereof or any Events of Default which may occur after the date hereof (whether the same as, or similar to, the Specified Defaults or otherwise), and the Agents' and Lenders' rights and remedies related thereto, or arising as a result therefrom, are hereby preserved. The granting of the forbearance hereunder shall not be deemed a waiver of any options, rights and remedies of Agents and/or Lenders and shall not constitute a course of conduct or dealing on behalf of Agents or Lenders. Subject to the terms of this Agreement, Agents and Lenders specifically reserve all options, rights and remedies available to them under the Financing Agreement, the other Loan Documents, applicable law or otherwise. Each Loan Party acknowledges and agrees that upon the occurrence and during the continuance of any Default or Event of Default (other than the Specified Defaults) neither Agents nor any Lender is obligated or required to make any Loans or any other extension of credit to Borrower under the Financing Agreement or the other Loan Documents.

3. Covenants; Consents. In consideration of the agreements set forth herein, the Loan Parties hereby covenant and agree as follows so long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment under the Financing Agreement:

(a) Potential Financing Documentation. The Loan Parties shall furnish to the Agents and Lenders (i) promptly upon receipt or delivery thereof, copies of all material

correspondence and notices submitted to or by any Loan Party or its advisors in respect of any potential financing or investment in the Loan Parties, (ii) copies of all proposals for any such financings or investments in the Loan Parties, and (iii) promptly upon request, any other information concerning such financings or investments as any Agent may from time to time reasonably request.

(b) Financial Advisor Retention. The Loan Parties at all times shall have retained a financial advisor acceptable to the Agents and Required Lenders (it being understood that Teneo is acceptable to the Agents and Required Lenders) (the "Financial Advisor").

(c) 13-Week Cash-Flow. In lieu of Section 7.01(a)(xx) of the Financing Agreement, by 7:00 p.m. (New York City Time) on the Friday of each week (or, if such Friday is not a Business Day, the immediately preceding Business Day), commencing with the week ending April 21, 2023, the Borrower shall deliver to the Agents and Lenders: (i) a 13-week cash flow forecast of Holdings and its Subsidiaries, prepared by the Loan Parties' Financial Advisor, setting forth in reasonable detail all sources and uses of the Loan Parties' cash for the succeeding 13-week period, which, in each case, shall be in form and substance satisfactory to the Agents; (ii) reports in form and detail satisfactory to the Agents, and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete, listing all accounts payable balances of the Loan Parties as of one Business Day immediately prior to the applicable reporting date, which shall include the amount and age of each such account payable and the name and mailing address of each account creditor; (iii) a calculation of the Liquidity of Holdings and its Subsidiaries as of such Friday, in form and substance satisfactory to the Agents; and (iv) such other information as any Agent may reasonably request;

(d) Investment Banker Retention. By April 20, 2023, the Loan Parties shall retain (and thereafter continue to retain) an investment banker (the "Investment Banker") reasonably acceptable to the Agents and Required Lenders and on terms acceptable to the Agents and Required Lenders. Such Investment Banker shall be retained for the purposes set forth in its retention agreement (in form and substance acceptable to the Agents and Required Lenders), which shall include undertaking the preparation for a potential transaction involving Holdings and its Subsidiaries (the "IB Engagement").

(e) Investment Banker Cooperation. In furtherance of the purposes of the retention of the Investment Banker, the Loan Parties shall (i) promptly following requests therefor, furnish to the Investment Banker all information and documentation (financial and otherwise) relating to Holdings and its Subsidiaries reasonably requested by the Investment Banker, and (ii) from time to time make available to the Investment Banker, upon reasonable advance notice and at reasonable times, members of senior management of Holdings and its Subsidiaries as requested by the Investment Banker for a reasonable number of meetings and conferences calls, which members of senior management shall engage in such meetings and calls in good faith to assist the Investment Banker in respect of the IB Engagement.

(f) Independent Director Appointments. (i) Holdings shall continue to have on its board of directors at least one independent director acceptable to the Agents and Required Lenders (it being understood that Patrick Bartels is acceptable to the Agents and Required Lenders, the "Approved Independent Director")); (ii) other than as set forth in clause (iv) below, each other

Loan Party that is a limited liability company shall substantially simultaneously with the Effective Date and shall thereafter continue to have as its sole manager (directly or, in the case of a member managed company, indirectly) the Approved Independent Director; (iii) other than as set forth in clause (iv) below, each other Loan Party that is a corporation shall substantially simultaneously with the Effective Date and shall thereafter continue to have as its sole director the Approved Independent Director; and (iv) with respect to the Mexican Loan Parties and each of the other Subsidiaries of the Loan Parties the Equity Interests of which are pledged to the Collateral Agent pursuant to the Mexican Pledge Agreement, the Borrower shall comply with the provisions of Section 6(b). Holdings shall not take any action or fail to take any action that would as a result thereby modify any Approved Independent Director's powers at any of the Loan Parties from such powers as existed on the Effective Date or the applicable appointment date with respect thereto.

(g) Independent Director Role. Holdings shall not take any action or fail to take any action that would as a result thereby modify any Approved Independent Director's powers at any of the Loan Parties from such powers as existed on the Effective Date.

(h) Financing Agreement Amendment. On or before April 20, 2023, the Loan Parties shall execute and deliver an amendment to the Financing Agreement (the "Anticipated Amendment") and a fee letter, each in substantially the form distributed by the Agent's counsel on April 18, 2023, with such changes as mutually agreed, which amendment shall, among other things, provide the Borrower with up to $3,000,000 of additional Loans (the "Anticipated 2023 Incremental Revolving Loans").

(i) Milestones. At the times specified on Schedule 2 attached hereto, comply with each of the milestones set forth on Schedule 2 attached hereto.

(j) Certain Meetings. On each Tuesday (commencing Tuesday, April 25, 2023) or, if such Tuesday is not a Business Day, then the next succeeding Business Day (or more frequently upon the reasonable request of any Agent or the Required Lenders), the Borrower shall, and shall cause each of (i) Holdings and senior management of Holdings and its Subsidiaries, (ii) the Investment Banker (following its retention), (iii) the Approved Independent Director, (iv) the Financial Advisor, and (v) any other third party advisor retained to pursue financing alternatives, to participate in a meeting with the Agents and the Lenders at such time as may be agreed to by the Borrower and such Agent or the Required Lenders, to discuss Holdings' and its Subsidiaries' operations, financial position, the status of the Investment Banker's undertakings with respect to the IB Engagement, and compliance with the other terms of this Agreement.

4. Release; No Representations by Agents or Lenders; No Novation.

(a) Each Loan Party hereby acknowledges and agrees that: (i) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (i) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies.

Accordingly, for and in consideration of the agreements contained in this Agreement and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Effective Date directly arising out of, connected with or related to this Agreement, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

(b) Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Agreement.

(c) Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

5. Effectiveness of this Agreement. This Agreement shall become effective upon the satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Effective Date"):

(a) Agreement. On or before the Effective Date, Agent shall have received this Agreement, fully executed by the other parties hereto; and

(b) Representations and Warranties. Except for (i) Section 6.01(h)(iii) of the Financing Agreement to the extent such section relates to the Specified Defaults or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents on or prior to the Effective Date and (ii) Section 6.01(t) of the Financing Agreement (which such representation is made in Section 7(b) below) (collectively, the "Representation Exception"), the representations and warranties contained in this Agreement and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations

and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. Other than the Specified Defaults, no Default or Event of Default shall have occurred and be continuing on the Effective Date or result from this Agreement becoming effective in accordance with its terms.

(d) Independent Director. The Approved Independent Director shall have been appointed (or such appointment will occur substantially simultaneously with the Effective Date) at each of the applicable Loan Parties in accordance with Section 3(f) above, and, upon such appointments, the Loan Parties shall be in compliance with Section 3(f) of this Agreement (it being agreed and understood that this Section 5(d) is evidence of the Agents' and Lenders' written consent and authorization of such appointments). For the avoidance of doubt, the parties hereto each agree that nothing herein shall constitute a waiver of any of the Agents' or Lenders' rights, including but not limited to any of the Agents' or Lenders' vested rights with respect to the Pledged Shares and Irrevocable Proxies (each as defined in the Security Agreement).

(e) Second Lien Forbearance Agreement. The Agents shall have received a fully executed copy of a forbearance agreement, dated as of the Effective Date (the "Second Lien Forbearance Agreement"), by and among the Loan Parties thereto, the Existing Second Lien Collateral Agent, GLAS USA LLC, as administrative agent, and the Existing Second Lien Lenders, in form and substance satisfactory to the Agents.

(f) Amendment to Intercreditor Agreement. The Agents shall have received a fully executed copy of an amendment to the Intercreditor Agreement by and among the parties required to effect such amendment, which amendment shall be in form and substance satisfactory to the Agents and Required Lenders.

(g) Forbearance and Amendment Fee. The Borrower shall pay to the Administrative Agent, for the benefit of the Lenders in accordance with their Pro Rata Shares, a forbearance and amendment fee in an amount equal to $350,000 which such fee shall be fully earned on the Effective Date and payable as of the earlier of (A) the effective date of the Anticipated Amendment and (B) April 20, 2023, and, as of such date, capitalized and paid-in-kind by being added to the outstanding principal balance of the Term Loans.

6. Condition Subsequent to Effectiveness of this Agreement. The Loan Parties agree that, in addition to all other terms, conditions and provisions set forth in this Agreement, including, without limitation, those conditions to the Effective Date set forth herein, the Loan Parties shall, (a) on or prior to the earlier of (i) the date of the first borrowing of the Anticipated 2023 Incremental Revolving Loans and (ii) the Forbearance Expiration Date, have paid all outstanding and unpaid fees and expenses of Ropes & Gray LLP, counsel to the Agents and Lenders (it being understood that the failure by the Loan Parties to perform or cause to be performed such condition subsequent shall constitute an immediate Event of Default (without giving effect to any grace periods set forth in the Financing Agreement)); and (b) with respect to the Mexican Loan Parties and each of the other Subsidiaries of the Loan Parties the Equity Interests of which are pledged to the Collateral Agent pursuant

to the Mexican Pledge Agreement, each such Mexican Loan Party or other Subsidiary shall (i) on or prior to April 21, 2023, provide all such bylaws (including their amendments), shareholders' and board minutes (including unanimous written consents), powers of attorney, corporate registry books and other governance documents of such Mexican Loan Parties or other Subsidiaries as the Agents or Lenders may reasonably request, (ii) on or prior to April 28, 2023, appoint as their president of the board of directors, sole administrator, sole director, sole manager (directly or, in the case of a member managed company, indirectly) or other comparable position as applicable and as permitted by applicable law, the Approved Independent Director, in a form and substance approved at the sole discretion of the Agents; provided that the appointment of the Approved Independent Director shall include, without limitation, indemnities granted by the Mexican Loan Party and the other applicable Subsidiaries in favor of the Approved Independent Director and his executors, administrators or assigns, with respect to any amount which he is or becomes legally obligated to indemnify as a result of any claim or claims made against him because of any act or omission or neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, in each case, arising out of his appointment, which indemnity shall include, *inter alia*, damages, judgements, settlements and costs, costs of investigation and cost of defense of legal actions, claims or proceedings and appeals therefrom, and costs of attachment or similar bonds, (iii) on or prior to April 28, 2023, revoke, limit and/or grant powers of attorney such that any and all authorities reasonably related to acts governed by Section 7.02 of the Financing Agreement or that are otherwise construed by the Agents or Lenders as material transactions, require, at the Agent's sole discretion, the prior express written consent of the Approved Independent Director, in the understanding that such revocations or limitations should be duly notified to the corresponding attorneys-in-fact and (iv) on or prior to May 5, 2023, execute and file for registration all applicable documentation to effectuate the provisions of this clause (b) of this Section 6.

7. Representations and Warranties. Each Loan Party represents and warrants, as of the Effective Date, as follows:

(a) Representations and Warranties; No Event of Default. Except for the Representation Exception, the representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and, other than the Existing Defaults, no Default or Event of Default has occurred and is continuing as of the Effective Date or would result from this Agreement becoming effective in accordance with its terms.

(b) Solvency. That, on and as of the Effective Date, the Loan Parties (on a consolidated basis) are Solvent (as defined below). For purposes of this clause (b), "Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person

is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business other than the debts subject to forbearance and current balances in accounts payable disclosed to such Person's lenders (or such lenders' agent) (the "Lender Parties"), (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature except as in the most recent 13 week cash flow disclosed to the Lender Parties, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this clause (b), the amount of any contingent obligations at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, would reasonably be expected to become an actual and matured liability.

(c) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Agreement, and to consummate the transactions contemplated by this Agreement and by the Financing Agreement, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(d) Authorization, Etc. The execution and delivery by each Loan Party of this Agreement and the performance by it of the Financing Agreement, this Agreement, and each other Loan Document (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(C) and (iv) hereof, to the extent that such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(e) Enforceability of Loan Documents. This Agreement, the Financing Agreement and each other Loan Document is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(f) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

(g) No Duress. This Agreement has been entered into without force or duress, of the free will of each Loan Party. Each Loan Party's decision to enter into this Agreement is a fully informed decision and such Loan Party is aware of all legal and other ramifications of such decision.

(h) Counsel. Each Loan Party has read and understands this Agreement, has consulted with and been represented by legal counsel in connection herewith, and has been advised by its counsel of its rights and obligations hereunder and thereunder.

8. Governing Law; Consent to Jurisdiction; Service of Process Services of Process and Venue and Waiver of Jury Trial, Etc. Sections 12.09, 12.10 and 12.11 (*Governing Law; Consent to Jurisdiction; Services of Process and Venue; and Waiver of Jury Trial, Etc.*) of the Financing Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

9. Further Assurances; Additional Interest Payments.

(a) The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Agreement.

(b) The Loan Parties agree that, notwithstanding Section 2.04(d) of the Financing Agreement, any interest payment (including at the Post-Default Rate) due pursuant to the Financing Agreement after the date hereof, while required to be paid in full in cash when such interest payment is due, may in the sole discretion of the Required Lenders, instead be capitalized and added to the principal balance of the Term Loan or Revolving Loan (as applicable) following notice thereof to the Borrower (it being understood and agreed that the application to the principal balance of the Obligations at any time does not constitute a waiver of any Default or Event of Default arising as a result of the Loan Parties' failure to pay such interest in cash).

10. Counterparts; Facsimile Signatures; PDF Delivery.

(a) This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by e-mail, DocuSign, facsimile or other similar form of electronic transmission shall be deemed to be an original signature hereto.

(b) This Agreement, to the extent signed and delivered by means of electronic transmission by PDF, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

11. Reference to and Effect on the other Loan Documents.

(a) Except as specifically set forth above, the Financing Agreement and all other Loan Documents, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Borrower and Guarantors to Agents and Lenders.

(b) The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Agents or any Lender under the Financing Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of the Financing Agreement or any of the other Loan Documents.

(c) Each Loan Party hereby acknowledges and agrees that this Agreement constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Agreement shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail timely to perform or observe any term, covenant or agreement contained in this Agreement.

12. Ratification. Each Loan Party hereby restates, ratifies and reaffirms each and every term and condition set forth in the Financing Agreement (as modified hereby), and the other Loan Documents effective as of the date hereof.

13. Integration. This Agreement, together with the Financing Agreement and the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

14. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

15. Guarantors' Acknowledgment. Each Guarantor hereby acknowledges and agrees to this Agreement and confirms and agrees that its Guaranty (as modified and supplemented in connection with this Agreement) is and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects. Although Lender has informed the Guarantors of the matters set forth above, and each Guarantor has acknowledged the same, each Guarantor understands and agrees that Lender has no duty under the Financing Agreement, or any other agreement with any Guarantor, to so notify any Guarantor or to seek such an acknowledgement, and nothing contained herein is intended to or shall create such a duty as to any transaction hereafter.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDINGS LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Secretary

4TH SOURCE MEXICO, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

EXHIBIT 12

Security Agreement Supplement to the Prepetition 1L Financing Agreement

EXECUTION VERSION

SECURITY AGREEMENT SUPPLEMENT

April 19, 2023

Blue Torch Finance, as Collateral Agent
Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

Ladies and Gentlemen:

Reference hereby is made to (a) the Financing Agreement, dated as of May 27, 2022 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement") by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with Holding and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each, a "Guarantor" and, collectively, the "Guarantors", and, together with the Borrower and each other Person that becomes an "Additional Grantor" hereunder, each, a "Grantor" and, collectively, the "Grantors"), the lenders from time to time party thereto (each, a "Lender" and, collectively, the "Lenders"), and Blue Torch Finance LLC, in its capacity as Collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent") and (b) the Pledge and Security Agreement, dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantors from time to time party thereto in favor of the Collateral Agent. Capitalized terms defined in the Financing Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Financing Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for the ratable benefit of each Secured Party, a security interest in, all of its right, title and interest in and to the Commercial Tort Claims listed on Schedule VI hereto (the "Collateral") of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedule to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplement to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedule VI to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedule has been prepared by the undersigned in substantially the form of the equivalent Schedule to the Security Agreement, such supplemental Schedule includes all of the information required to be scheduled to the Security Agreement and does not omit to state any information material thereto, and such supplemental schedule attached hereto shall be incorporated into and become a part of and supplement Schedule VI to the Security Agreement and the Collateral Agent may attach such supplemental schedule as a supplement to such Schedule, and each reference to such Schedule shall mean and be a reference to such Schedule, as supplemented pursuant hereto.

SECTION 4. Representations and Warranties. To the extent applicable to the Collateral, the undersigned hereby makes each representation and warranty set forth in Section 5 of the Security Agreement (as supplemented by the attached supplemental Schedules).

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to continue to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors.

SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Financing Agreement, *mutatis mutandi*.

Very truly yours,

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...

Name: Manuel Senderos
Title: President

Acknowledged and Agreed:
as the Collateral Agent

BLUE TORCH FINANCE LLC,
By: Blue Torch Capital LP, its managing Member

By: _____
Name: Kevin Genda
Title: CEO

Very truly yours,

AGILETHOUGHT, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:
as the Collateral Agent

BLUE TORCH FINANCE LLC,
By: Blue Torch Capital LP, its managing Member

By: DocuSigned by: Kevin Genda
33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

EXHIBIT 13

Amendment No. 5 to the Prepetition 1L Financing Agreement

Execution Version

AMENDMENT NO. 5
TO FINANCING AGREEMENT

AMENDMENT NO. 5 TO FINANCING AGREEMENT, dated as of April 20, 2023 (this "Amendment"), to Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023, that certain Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, this Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Loan Parties have requested that the Agents and the Lenders amend certain terms and conditions of the Financing Agreement; and

WHEREAS, the Agents and the Lenders party hereto (constituting the Required Lenders) are willing to amend such terms and conditions of the Financing Agreement, on the terms and conditions set forth herein.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments. The Financing Agreement (excluding all Schedules and Exhibits thereto, each of which shall remain as in effect immediately prior to the Amendment No. 5 Effective Date (as defined below) other than the addition of Schedule 1.01(A-2) thereto in the form appended to the end of Annex A hereto) is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~)

and (ii) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders on the Amendment No. 5 Effective Date as follows:

(a) Representations and Warranties; No Event of Default. (i) (A) Except for Section 6.01(h)(iii) of the Financing Agreement to the extent such section relates to the Specified Defaults (as defined in that certain Forbearance Agreement, dated as of April 18, 2023, by and among the Agents, Lenders, and each Loan Party), or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents and (B) Section 6.01(t) of the Financing Agreement on or prior to the Amendment No. 5 Effective Date (collectively, the "Representation Exception"), the representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document, on or immediately prior to the Amendment No. 5 Effective Date, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and (ii) except for the Specified Defaults, no Default or Event of Default has occurred and is continuing as of the Amendment No. 5 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Solvency. That, on and as of the Amendment No. 5 Effective Date, the Loan Parties (on a consolidated basis) are Solvent (as defined in the Financing Agreement as amended by this Amendment). For purposes of this clause (b) and Section 4(d)(iii), the amount of any contingent obligations at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, would reasonably be expected to become an actual and matured liability.

(c) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Financing Agreement, as amended

by this Amendment, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(d) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Financing Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(e) Enforceability of Loan Documents. This Amendment, the Financing Agreement (as amended by this Amendment) and each other Loan Document to which any Loan Party is or will be a party, is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(f) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

(g) Security Agreement Compliance. (i) The representations and warranties in Sections 5(b), (f) and (k) of the Security Agreement on and immediately prior to the Amendment No. 5 Effective Date are true and correct in all material respects on and as of such date as though made on and as of such date and (ii) each Loan Party is in compliance with that certain obligation under Section 4(a) of the Security Agreement to deliver all Pledged Interests (as defined in the Security Agreement) from time to time required to be pledged to the Collateral Agent pursuant to the terms of the Security Agreement or the Financing Agreement.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 5 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, any fees required pursuant to the Amendment No. 5 Fee Letter (as defined below),

which may be paid in kind by capitalizing such fees and adding such capitalized amount to the outstanding principal amount of the Term Loans in accordance therewith.

(b) Representations and Warranties. Except for the Representation Exception, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 5 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. Except for the Specified Defaults, no Default or Event of Default shall have occurred and be continuing on the Amendment No. 5 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 5 Effective Date the following, in form and substance satisfactory to the Agents, unless indicated otherwise, dated the Amendment No. 5 Effective Date:

(i) this Amendment, duly executed and delivered by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents;

(ii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto, confirming that such Governing Documents have not been amended or modified since the Effective Date, (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the transactions contemplated by this Amendment and the other Loan Documents to which such Loan Party is or will be a party, (2) the execution, delivery and performance by such Loan Party of this Amendment and each other Loan Document to which such Loan Party is or will be a party and (3) the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign this Amendment and each other Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such Authorized Officers and (D) as to the matters set forth in subsections (b) and (c) of this Section 4;

(iii) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis),

after giving effect to any Loans made on the Amendment No. 5 Effective Date, are Solvent; and

(v) a fully executed copy of the Fee Letter, dated the Amendment No. 5 Effective Date, among the Borrower, the Lenders and the Administrative Agent (the "Amendment No. 5 Fee Letter").

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

5. Condition Subsequent to Effectiveness of this Agreement. The Loan Parties agree that, in addition to all other terms, conditions and provisions set forth in this Agreement, including, without limitation, those conditions to the Amendment No. 5 Effective Date set forth herein, the Loan Parties shall, on or prior to the earlier of (i) the date of the first borrowing of the 2023 Incremental Revolving Loans and (ii) May 10, 2023, have paid all outstanding and unpaid fees, costs, expenses and taxes then payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement (it being understood that the failure by the Loan Parties to perform or cause to be performed such condition subsequent shall constitute an immediate Event of Default (without giving effect to any grace periods set forth in the Financing Agreement)).

6. Acknowledgments by Loan Parties. Each Loan Party acknowledges and agrees as follows:

(a) Acknowledgment of Debt. As of the close of the date hereof, each Loan Party is indebted, jointly and severally, to Lenders and Agent, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Financing Agreement and the other Loan Documents in the aggregate principal amount of not less than $70,415,614 (inclusive of all fees due and payable under the Amendment No. 5 Fee Letter and capitalized as of the date hereof), plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

(b) Acknowledgment that Liabilities Continue in Full Force and Effect. That the Loans and all other liabilities and Obligations of the Loan Parties under the Financing Agreement and each other Loan Documents shall remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery of this Amendment or by the agreements and undertakings of the parties contained herein.

(c) Acknowledgment of Perfection of Security Interest. As of the date hereof, the security interests and Liens granted to the Collateral Agent, for its benefit and the benefit of the Lenders, under the Loan Documents securing the Obligations are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Loan Documents.

7. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 5 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

8. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

9. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

10. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would

impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 5 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

11. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

12. Reaffirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid, perfected, first priority (unless otherwise expressly permitted under the Loan Documents) Liens, and (b) agrees that this Amendment and all documents executed in connection herewith shall in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Loan Documents. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Sections 12.10 and 12.11 (*Consent to Jurisdiction; Services of Process and Venue; and Waiver of Jury Trial, Etc.*) of the Financing Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

By: DocuSigned by: 95ACF578458A4F8...

Name: Patrick Bartels Jr.

Title: Manager

GUARANTORS:

AGILETHOUGHT, INC.

By: _____
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: 95ACF578458A4F8... _____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: 95ACF578458A4F8... _____
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its sole member

By DocuSigned by: 95ACF578458A4F8... _____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: 95ACF578458A4F8... _____
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: 95ACF578458A4F8... _____
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc, its sole member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its sole member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: _____
Name: Manuel Senderos
Title: Attorney-in-fact

By: _____
Name: Mauricio Garduño
Title: Attorney-in-fact

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: _____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: _____
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its sole member

By _____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By: _____
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: _____
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc, its sole member

By: _____
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: _____
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its sole member

By: _____
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By: _____
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name : Manuel Senderos
Title : Attorney-in-fact

By : DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name : Mauricio Garduño
Title : Attorney-in-fact

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

ANNEX A

Amended Financing Agreement

(See Attached)

Conformed through Amendment No. ~~4~~ 5

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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SCHEDULES AND EXHIBITS

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FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) a term loan in the aggregate principal amount of $55,000,000, and (b) a revolving credit facility in an aggregate principal amount not to exceed $~~3,000,000~~6,000,000 at any time outstanding. The proceeds of the term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes ~~and~~, (iv) to pay fees and expenses related to this Agreement, and (v) in the case of the 2023 Incremental Revolving Loans, solely to the extent set forth in the applicable 13-Week Cash Flow Forecast. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"2023 Incremental Revolving Commitment" means, with respect to each 2023 Incremental Revolving Loan Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A-2) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"2023 Incremental Revolving Loan" means a loan made by a 2023 Incremental Revolving Lender to the borrower pursuant to Section 2.01(a)(iii).

"2023 Incremental Revolving Loan Lender" means a Lender with a 2023 Incremental Revolving Credit Commitment or a 2023 Incremental Revolving Loan.

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Parties) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"Amendment No. 1" means that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 1 Effective Date" means August 10, 2022.

"Amendment No. 4 Effective Date" means March 7, 2023.

"Amendment No. 5" means that certain Amendment No. 5 to Financing Agreement, dated as of the Amendment No. 5 Effective Date, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 5 Effective Date" means April 20, 2023

"Amendment No. 5 Forbearance Agreement" means that certain Forbearance Agreement, dated as of April 18, 2023, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loan (or any portion thereof), (x) with respect to any Reference Rate Loan, 8.00% per annum and (y) with respect to any SOFR Loan, 9.00% per annum.

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to Section 2.03(b)(z)) whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Approved Independent Director" has the meaning specified therefor in Section 7.01(s)(ii).

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blocked Account" means that certain account number 359681695656 of the Administrative Agent.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of

acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan Parties) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for

non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, "Consolidated EBITDA" for any period set forth on Schedule 1.01(D) shall be deemed equal to the amount for such period set forth on Schedule 1.01(D).

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that: (I) the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary; (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation; and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries; and (II) the following shall be added to consolidated net income (loss) of such Person only to the extent that, in calculating consolidated net income (without regard to this clause (II)) such amounts were deducted from consolidated net income: (w) the Waiver and Amendment Fee (as such term is defined in the agreement referred to in clause (y) of the definition of Fee Letter); (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added); and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working

capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan Parties) maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the

result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in

part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is

assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA

Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or

minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Mexican Loan Party as of the Amendment No. 1 Effective Date.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as (i) amended by that certain Amendment No. 1 to the Credit Agreement dated as of December 9, 2021, (ii) amended by that certain Amendment No. 2 to the Credit Agreement dated as of March 30, 2022, (iii) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement, (iv) amended by that certain Amendment No. 4 to the Credit Agreement dated as of August 10, 2022, (v) amended by that certain Amendment No. 5 to the Credit Agreement dated as of November 22, 2022, (vi) amended by that certain Amendment No. 6 to the Credit Agreement dated as of the Amendment No. 4 Effective Date and that certain Waiver to Credit Agreement dated as of the Amendment No. 4 Effective Date, ~~and~~ (vii) modified by that certain Forbearance Agreement dated as of April 18, 2023, and (viii) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $1,580,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Obligor" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions

S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means, collectively, (x) the fee letter, dated as of May 27, 2022, among the Borrower, the Lenders and the Administrative Agent, ~~and~~ (y) the fee letter, dated as of the Amendment No. 4 Effective Date, among the Borrower, the Lenders and the Administrative Agent and (z) the fee

letter, dated the Amendment No. 5 Effective Date, among the Borrower, the Lenders and the Administrative Agent.

"Final Maturity Date" means the earlier of (a) January 1, 2025, and (b) May ~~1~~10, 2023; provided that, this clause (b) shall not apply if (i) Requisite Shareholder Approval (as defined in the Existing Second Lien Credit Facility) has been obtained or is deemed to have been obtained, in each case, in accordance with the terms of the Existing Second Lien Credit Facility, on or prior to May ~~1~~10, 2023 or (ii) the Outstanding Obligations due to the Tranche B-1 Lender and the Tranche B-2 Lender (each as defined under the Existing Second Lien Credit Facility) have been converted into Conversion Payment Shares (as defined in the Existing Second Lien Credit Facility) on or before June 15, 2023. If any such date in this definition is not a Business Day, the immediately preceding Business Day shall be deemed to be the "Final Maturity Date" hereunder.

"Financial Advisor" has the meaning specified therefor in Section 7.01(s)(i).

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period, provided that for the purpose of calculating such ratio, the foregoing clause (a) shall exclude (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added), and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Funding Losses" has the meaning specified therefor in Section 2.09.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its

Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" ~~has~~means either (i) the meaning specified therefor in Section 2.05(a) or (ii) a 2023 Incremental Revolving Loan.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Investment Banker" has the meaning specified therefor in Section 7.01(s)(iii).

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means the Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter, any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or

premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan Parties" means AgileThought Digital Solutions, S.A.P.I. de C.V. and AgileThought Mexico, S.A. de C.V..

"Mexican Pledge Agreement" means that certain Share and Equity Interest Pledge Agreement, dated as of January 6, 2023, by the Loan Parties party thereto in favor of the Collateral Agent.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees,

premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

~~"Operational Advisor" has the meaning specified therefor in Section 7.01(s)(ii).~~

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

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

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Parties) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Parties) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Parties), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan Parties), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan Parties) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such

insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) the Existing Earn-Out Obligations;

(m) Permitted Future Earn-Out Obligations;

(n) Subordinated Indebtedness;

(o) Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal amount not to exceed $23,000,000, plus the aggregate amount of interest on such Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) Indebtedness arising from Permitting Factoring Dispositions;

(q) the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) to the extent constituting Indebtedness, the Unpaid Taxes;

(t) PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Parties), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Parties) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Parties) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Parties), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Parties) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that, other than any Liens Securing the Obligations, in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified;

(d) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended;

(e) such extension, refinancing or modification shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being extended, refinanced or modified or, if applicable, shall be unsecured; and

(f) such extension, refinancing or modification shall not (if secured) have a Lien priority greater than such Indebtedness being extended, refinanced or modified.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan Parties),

(c) any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan Parties) to any other Subsidiary of the Borrower,

(d) Holdings to pay dividends in the form of common Equity Interests, and

(e) Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) a Lender's obligation to make the Term Loan and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loan and the denominator shall be the aggregate unpaid principal amount of the Term Loan, and

(c) all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loan, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loan, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal

amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to Section 7.01(a)(vii).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Parties) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) a Mortgage duly executed by the applicable Loan Party,

(b) evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any

Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A-1) or Schedule 1.01(A-2) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans, including any 2023 Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list

referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan Parties in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations).

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, (a) in connection with Amendment No. 5 and any withdrawal from the Blocked Account pursuant to Section 5.03, with respect to any Person on ~~a particular~~any such withdrawal

date, that on such date, (~~a~~i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (~~b~~)ii) the fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business other than the debts subject to forbearance and current balances in accounts payable disclosed to such Person's lenders (or such lenders' agent) (the "Lender Parties"), (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature except as in the most recent 13 week cash flow disclosed to the Lender Parties, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital and (b) otherwise, with respect to any Person on a particular date, that on such date, (i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (~~c~~iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (~~d~~iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (~~e~~v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Specified Default" has the meaning specified therefor in the Amendment No. 5 Forbearance Agreement.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of the Loan Parties (including, for the avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the loans made by the Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-1) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Term Loan Lender" means a Lender with a Term Loan Commitment or a Term Loan.

"Term Loan Obligations" means any Obligations with respect to the Term Loan (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise

satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Term Loan Commitment" means the sum of the amounts of the Lenders' Term Loan Commitments.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in Section 1.04.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash,

Cash Equivalents and any Indebtedness owing to such Person or any of its Subsidiaries by Affiliates of such Person), minus (b) the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the

same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01, Section 7.02 and Section 7.03, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 842 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied, (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Holdings and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Obligation to Make Payments in Dollars. All payments to be made by any Loan Party of principal, interest, fees and other Obligations under any Loan Document shall be made

in Dollars in same day funds, and no obligation of any Loan Party to make any such payment shall be discharged or satisfied by any payment other than payments made in Dollars in same day funds.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) other than as set forth in clause (iii) below with respect to the 2023 Incremental Revolving Loans, each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time during the term of this Agreement, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment; ~~and~~

(ii) each Term Loan Lender severally agrees to make the Term Loan to the Borrower on the Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Term Loan Commitment~~.~~; and

(iii) each 2023 Incremental Revolving Loan Lender severally agrees to make 2023 Incremental Revolving Loans to the Borrower at any time and from time to time on or after the Amendment No. 5 Effective Date, in an aggregate principal amount of 2023 Incremental Revolving Loans at any time outstanding not to exceed the amount of such Lender's 2023 Incremental Revolving Credit Commitment.

No portion of any Loan will be funded (initially or through participation, assignment, transfer or securitization) with plan assets of any plan covered by ERISA or Section 4975 of the Internal Revenue Code if it would cause the Borrower or any Guarantor to incur any prohibited transaction excise tax penalties under Section 4975 of the Internal Revenue Code.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans (excluding any capitalized interest pursuant to Section 4.01(a)(ii)) outstanding at any time to the Borrower shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow, the Revolving Loans on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein. No Revolving Loans shall be advanced on the Effective Date.

(ii) The aggregate principal amount of the Term Loan made on the Effective Date shall not exceed the Total Term Loan Commitment. Any principal amount of the Term Loan which is repaid or prepaid may not be reborrowed.

(iii) The 2023 Incremental Revolving Loans shall be made as a single borrowing funded to the Blocked Account on the applicable funding date, subject to the satisfaction of the conditions precedent set forth in Section 5.03. Any 2023 Incremental Revolving Loan repaid or

prepaid to the Administrative Agent for the account of each 2023 Incremental Revolving Loan Lender may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior notice in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing") or such other form approved by the Administrative Agent, not later than 12:00 noon (New York City time) on the date which is (i) in the case of the Term Loan, three (3) Business Days prior to the Effective Date ~~and~~, (ii) three (3) Business Days prior to the date of the proposed Revolving Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed Loan), or (iii) in the case of any 2023 Incremental Revolving Loan, in accordance with Section 5.03(c)(iii). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, and, with respect to any 2023 Incremental Revolving Loan, shall be $3,000,000, (ii) whether such Loan is requested to be a Revolving Loan or the Term Loan, (iii) whether the Loan is requested to be a Reference Rate Loan or a SOFR Loan, (iv) the use of the proceeds of such proposed Loan, (v) Borrower's account wiring instructions (which, in the case of the 2023 Incremental Revolving Loan, shall be the Blocked Account wiring instructions), and (vi) the proposed borrowing date, which must be a Business Day, and, with respect to the Term Loan, must be the Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (A) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not

otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Accounts no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Accounts or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be wired to an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of

the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal amount of the Term Loan shall be repayable (w) in an aggregate amount equal to $15,000,000 on or prior to April 15, 2023, (x) in an aggregate amount equal to $20,000,000 (inclusive of the amount specified in clause (w)) on or prior to June 15, 2023; (y) in an aggregate amount equal to $25,000,000 (inclusive of the amounts specified in clauses (w) and (x)) on or prior to September 15, 2023; and (z) in consecutive quarterly installments on the last Business Day of each fiscal quarter of Holdings and its Subsidiaries starting with the fiscal quarter ending December 31, 2023, each in an amount equal to $687,500.00; provided, however, that the last such installment of principal required to be repaid in accordance with clause (z) above shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan. The outstanding unpaid principal amount of

the Term Loan, and all accrued and unpaid interest thereon, together with all other Obligations, shall be due and payable on the earliest of (i) the termination of the Total Revolving Credit Commitment, (ii) the Final Maturity Date, and (iii) the date on which the Term Loan is declared due and payable pursuant to the terms of this Agreement.

(c) Each Lender shall maintain, in accordance with its usual practice, an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, at the option of the Borrower, each Revolving Loan shall be either a Reference Rate Loan or a SOFR Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(b) Term Loan. Subject to the terms of this Agreement, at the option of the Borrower, the Term Loan or any portion thereof shall be either a Reference Rate Loan or a SOFR Loan. Each portion of the Term Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin, and each portion of the Term Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the

date of the Term Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable (i) in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month, commencing on the last Business Day of the month following the month in which such Loan is made, (ii) in the case of a SOFR Loan, on the last day of the then effective Interest Period applicable to such Loan, and (iii) in the case of each Loan, at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may in its sole discretion, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder. Notwithstanding the foregoing, any interest payment (including at the Post-Default Rate) due hereunder shall be payable in full in cash when such interest payment is due unless the Required Lenders, in their sole discretion, have determined that such payments shall instead be capitalized and added to the principal balance of the Term Loan or Revolving Loan (as applicable) following notice thereof to the Borrower (it being understood and agreed that the application to the principal balance of such Obligations at any time does not constitute a waiver of any Default or Event of Default arising as a result of the Loan Parties' failure to pay such interest in cash).

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed. For the avoidance of doubt, no date of payment shall be included in any computation.

Section 2.05 Increase in Revolving Credit Commitment.

(a) The Borrower may request an increase in Revolving Credit Commitments from the existing Revolving Loan Lenders from time to time upon not less than 15 days' written notice to Administrative Agent and the Revolving Loan Lenders, as long as (i) the requested increase is offered on the same terms as the existing Revolving Credit Commitments, (ii) such new Revolving Credit Commitments shall be available at any time prior to the Final Maturity Date, (iii) the Revolving Loan made pursuant to such Revolving Credit Commitments are used for the general corporate purposes of the Borrower (including in connection with Permitted Acquisitions), and (iv) the Administrative Agent and the Revolving Loan Lenders consent in their sole discretion to such increase at the time of the request thereof (any Revolving Loans extended pursuant to this Section 2.05, "Incremental Revolving Loans").

(b) Upon satisfaction of the criteria set forth in Section 2.05(a), Administrative Agent shall promptly notify the existing Revolving Loan Lenders of the requested increase and, within 3 Business Days thereafter, each existing Revolving Loan Lender shall notify Administrative Agent in writing if and to what extent such existing Revolving Loan Lenders commits to increase its Revolving Credit Commitment. Any existing Revolving Loan Lenders not responding within such period shall be deemed to have declined an increase. For the avoidance of doubt, no existing Revolving Loan Lender shall be obligated to participate in any extension of Incremental Revolving Loans. All such increased Revolving Credit Commitments among committing Revolving Loan Lenders in connection with

Incremental Revolving Loans shall be allocated on a pro rata basis (in accordance with such Revolving Loan Lenders Pro Rata Shares of the current Revolving Credit Commitments) between such participating Revolving Loan Lenders (or on such other basis as the participating Revolving Loan Lenders agree in their sole discretion). The Total Revolving Credit Commitment shall be increased by the requested amount (or such lesser amount committed) on a date agreed upon by Administrative Agent, the participating Revolving Loan Lenders and the Borrower and all such Incremental Revolving Loans made shall be deemed a "Revolving Loan" hereunder. The Administrative Agent, the Borrower, and the existing Revolving Loan Lenders making new Revolving Loans shall execute and deliver such customary documents and agreements as Administrative Agent deems reasonably appropriate to evidence the increase in and allocations of Revolving Credit Commitments. On the effective date of any such increase, the outstanding Revolving Loans and other exposures under the Revolving Credit Commitments shall be reallocated among Revolving Loan Lenders, and settled by Administrative Agent as necessary, in accordance with Revolving Loan Lenders' adjusted shares of such Revolving Credit Commitments.

Section 2.06 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $1,000,000 (or by the full amount of the Total Revolving Credit Commitment in effect immediately prior to such reduction if such amount at that time is less than $1,000,000), (2) made by providing prior to 5:00 p.m. New York City time, not less than five (5) Business Days' prior written notice to the Administrative Agent, (3) irrevocable and (4) accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Term Loan. The Total Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may, at any time and from time to time, upon written notice delivered by 5:00 p.m. New York City time, ten Business Days' prior to the proposed prepayment date, prepay the principal of any Revolving Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(i) in connection with a reduction of the Total Revolving Credit Commitment pursuant to Section 2.06(a)(i) above shall be accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment.

(ii) Term Loan. The Borrower may, at any time and from time to time, by 5:00 p.m. (New York City time) upon at least five (5) Business Days' prior written notice to the Administrative Agent, prepay the principal of the Term Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(ii) shall be accompanied by the payment of (A) accrued interest to

the date of such payment on the amount prepaid and (B) the Applicable Premium, if any, payable in connection with such prepayment of the Term Loan. Each such prepayment shall be applied against the remaining installments of principal due on the Term Loan in the inverse order of maturity.

(iii) Termination of Agreement. The Borrower may, upon at least 30 days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in full in cash, the Obligations, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement. If the Borrower has sent a notice of termination pursuant to this Section 2.06(b)(iii), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrower shall be obligated to repay the Obligations, in full in cash, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice.

(c) Mandatory Prepayment.

(i) Within three (3) Business Days after the delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(iii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended December 31, 2022 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(iii), by the date three (3) Business Days after the date such statements are required to be delivered to the Agents and the Lenders pursuant to Section 7.01(a)(iii), the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to the result of (to the extent positive) (1) ECF Percentage of Holdings and its Subsidiaries for such Fiscal Year minus (2) the aggregate principal amount of all payments made by the Borrower pursuant to Section 2.06(b) for such Fiscal Year (in the case of payments made by the Borrower pursuant to Section 2.06(b)(i), only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments).

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (g), (h) or (j) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Dispositions $250,000 in any Fiscal Year. Nothing contained in this Section 2.06(c)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Immediately upon the receipt of Net Cash Proceeds (A) from the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith or (B) upon an Equity Issuance (other than any Excluded Equity Issuances), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 25% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.06(c)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Immediately upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) Immediately upon receipt by the Borrower of the proceeds of any Permitted Cure Equity pursuant to Section 9.02, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of such proceeds.

(vi) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.06(c)(ii) or Section 2.06(c)(iv), as the case may be, up to $250,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace, repair or restore properties or assets (other than current assets) used in such Person's business, provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Administrative Agent within five (5) days after such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds shall be used to replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed 120 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended); provided that such Net Cash Proceeds shall actually be reinvested within an additional 90 days thereafter, (C) such Net Cash Proceeds are deposited in an account subject to a Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.06(c)(ii) or Section 2.06(c)(iv) as applicable

(vii) At any time prior to the date when all of the 2023 Incremental Revolving Loans have been voluntarily repaid in full in cash and the 2023 Incremental Revolving Commitments have been voluntarily terminated, when the aggregate amount of cash of the Loan Parties exceeds $2,000,000 for two (2) consecutive Business Days, the Borrower shall deposit (on the third day (or, if not a Business Day, the next succeeding Business Day) such excess amount but only to the extent that the balance in the Blocked Account would not exceed $3,000,000.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(i), (c)(ii), (c)(iii), (c)(iv) and (c)(v) above shall be applied, first, to the Term Loan, until paid in full, and second, to the Revolving Loans (with a corresponding permanent reduction in the Revolving Credit Commitments), until paid in full in cash. Each such prepayment of the Term Loan shall be applied against the remaining installments of principal of the Term Loan in the inverse order of maturity. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.06(c) shall be applied in the manner set forth in Section 4.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.06 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses payable pursuant to Section 2.09, (iii) the Applicable Premium, if any, payable in

connection with such prepayment of the Loans to the extent required under Section 2.07(c) and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.07.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.06, payments with respect to any subsection of this Section 2.06 are in addition to payments made or required to be made under any other subsection of this Section 2.06.

(g) Waivable Mandatory Prepayments. Anything contained herein to the contrary notwithstanding, in the event that the Borrower are required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans pursuant to Section 2.06(c), not less than 12:00 noon (New York City time) two (2) Business Days prior to the date on which the Borrower are required to make such Waivable Mandatory Prepayment (the "Required Prepayment Date"), the Borrower shall notify the Administrative Agent in writing of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender of the amount of such Lender's Pro Rata Share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Borrower and the Administrative Agent of its election to do so on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date (it being understood that any Lender that does not notify the Borrower and the Administrative Agent of its election to exercise such option on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Mandatory Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Loans of such Lenders (which prepayment shall be applied to prepay the outstanding principal amount of the Obligations in accordance with Section 2.06(d)) and (ii) to the extent of any excess, to the Borrower for working capital and general corporate purposes.

Section 2.07 Fees.

(a) [Reserved].

(b) Unused Line Fee. The Borrower agrees to pay to the Administrative Agent an unused line fee (the "Unused Line Fee") for the account of each Revolving Loan Lender, which shall accrue at a rate per annum equal to 2% on the amount of the undrawn portion of the Revolving Credit Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Credit Commitments terminate. The Unused Line Fee shall accrue through and including the last day of March, June, September and December of each year shall be due and payable in arrears on the such last day and on the date on which the Revolving Credit Commitments terminate, commencing on the first such date to occur after the date hereof.

(c) Applicable Premium.

(i) Upon the occurrence of an Applicable Premium Trigger Event, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their Pro Rata Shares, the Applicable Premium.

(ii) Any Applicable Premium payable in accordance with this Section 2.07(c) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY ACCELERATION.

(iii) The Loan Parties expressly agree that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Commitments and make the Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such Applicable Premium Trigger Event.

(iv) Nothing contained in this Section 2.07(c) shall permit any prepayment of the Loans or reduction of the Commitments not otherwise permitted by the terms of this Agreement or any other Loan Document.

(d) Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may, upon reasonable advance notice, visit any or all of the Loan Parties and/or conduct inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations of any or all of the Loan Parties at any reasonable time and from time to time. The Borrower agrees to pay (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations and (ii) the cost of all visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations conducted by a third party on behalf of the Agents).

(e) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

Section 2.08 SOFR Option.

(a) The Borrower may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon Adjusted Term SOFR (the "SOFR Option") by notifying the Administrative Agent in writing prior to 11:00 a.m. (New York City time) at least three (3) Business Days prior to (i) the proposed borrowing date of a Loan (as provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a SOFR Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a SOFR Loan as a SOFR Loan, the last day of the then current Interest Period (the "SOFR Deadline"). Notice of the Borrower's election of the SOFR Option for a permitted portion of the Loans pursuant to this Section 2.08(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in

accordance with Section 2.02 or (B) a notice in writing, in substantially the form of Exhibit D hereto (a "SOFR Notice") prior to the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each SOFR Notice shall be irrevocable and binding on the Borrower.

(b) Interest on SOFR Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrower properly have exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a Default or an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that any portion of the Loans bear interest at Adjusted Term SOFR and the Administrative Agent shall have the right (but not the obligation) to convert the interest rate on all outstanding SOFR Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder on the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (i) shall have not more than three (3) SOFR Loans in effect at any given time, and (ii) only may exercise the SOFR Option for SOFR Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrower may prepay SOFR Loans at any time; provided, however, that in the event that SOFR Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.06(c) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.09.

(e) [Reserved].

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

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

(h) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and the Required Lenders pursuant to this Section 2.08, including any determination with respect to a tenor,

rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

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

(j) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans.

Section 2.09 Funding Losses. In connection with each SOFR Loan, the Borrower shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.06(c)), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any Notice of Borrowing or SOFR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such SOFR Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.09) shall be conclusive absent manifest error.

Section 2.10 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without

deduction or withholding for any and all Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any Withholding Agent) requires the deduction or withholding of any Taxes from or in respect of any such payment, (i) the applicable Withholding Agent shall make such deduction or withholding, (ii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional Amount") necessary such that after making such deduction or withholding (including deductions and with Holdings applicable to Additional Amount payable under this Section 2.10) the applicable Recipient receives the amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, each Loan Party shall pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes by any Secured Party.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.10) paid or payable by such Secured Party or required to be withheld or deducted from a payment to such Secured Party and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes. A certificate as to the amount of such payment or liability delivered to the Borrower by a Secured Party (with a copy to the Administrative Agent) or on behalf of another Secured Party shall be conclusive absent manifest error.

(d) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

(B) any Lender that is not a U.S. Person (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

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

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 2.09(d)-1 hereto to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-2 or Exhibit 2.09(d)-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-4 on behalf of each such direct and indirect partner;

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

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by

applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.07(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.10 (including by the payment of Additional Amounts pursuant to this Section 2.10), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(h) Promptly after any payment of Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 2.10, the Loan Parties shall deliver to the Administrative Agent the

original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Section 2.11 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any agreement to make Loans, or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 2.11 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Reference Rate. A certificate of such Secured Party claiming compensation under this Section 2.11, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.11, and shall be final and conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 2.11 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions

is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.12 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 2.10).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.12 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS

Section 4.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the

Administrative Agent's Accounts. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day, may, in the Administrative Agent's sole discretion, be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may in its sole discretion, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. ~~Each~~Notwithstanding anything to the contrary contained in Section 2.01(b)(i) or this Agreement, each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 or Section 5.03 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower~~,~~ funded by the Administrative Agent on behalf of the Revolving Loan Lenders and subject to Section 2.02 of this Agreement; provided that, upon the receipt of written consent from the Required Lenders, any amount charged to the Loan Account of the Borrower for interest due and payable, (i) in the case of interest payable on any Term Loans, shall be added to the principal amount of such Term Loans by capitalizing such interest amount and adding such capitalized amount to the outstanding principal amount of such Term Loans and (ii) in the case of interest payable on any Revolving Loans, shall be added to the principal amount of such Revolving Loans by capitalizing such interest amount and adding such capitalized amount to the outstanding principal amount of such Revolving Loans. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) If requested, the Administrative Agent shall provide the Borrower, after the end of a calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account

of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender and any payment of an amendment, consent or waiver fee to consenting Lenders pursuant to an effective amendment, consent or waiver with respect to this Agreement), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.07 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all payments in respect of any Obligations, including without limitation, all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, to pay interest then due and payable in respect of the Collateral Agent Advances until paid in full; (iii) third, to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Revolving Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Revolving Loan Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Revolving Loans until paid in full; (vi) sixth, ratably to pay principal of the Revolving Loans until paid in full; (vii) seventh, ratably to pay the Term Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Term Loan Lenders until paid in full; (viii) eighth, ratably to pay interest then due and payable in respect of the Term Loan until paid in full; (ix) ninth, ratably to pay principal of the Term Loan until paid in full; (x) tenth, ratably to pay the Obligations in respect of any Applicable Premium then due and payable to the Lenders until paid in full; and (xi) eleventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service

fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by the Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders) or, if so directed by the Borrower and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loans were not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made such Loans to the Borrower. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Administrative Agent to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrower shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the Effective Date all fees, costs, expenses and taxes then due and payable pursuant to Section 2.07 and Section 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the Effective Date are true and correct on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the Loans on the Effective Date shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) the Security Agreement;

(ii) a UCC Filing Authorization Letter, together with evidence satisfactory to the Collateral Agent of the filing of appropriate financing statements on form UCC-1, in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement;

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, (x) which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent) or (y) shall be accompanied

by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in all such financing statements and other filings (or similar document) have been released or will be released on the Effective Date concurrently with the funding of the Loans hereunder;

(iv) a Perfection Certificate;

(v) the Disbursement Letter;

(vi) the Fee Letter;

(vii) the Intercompany Subordination Agreement;

(viii) the Intercreditor Agreement, the AGS Subordination Agreement and the Exitus Subordination Agreement;

(ix) [Reserved];

(x) [Reserved];

(xi) the management rights letter, dated as of the date hereof, among the Loan Parties and the Agents, as amended, amended and restated, supplemented or otherwise modified from time to time (the "VCOC Management Rights Agreement");

(xii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Notices of Borrowing, SOFR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers and (D) as to the matters set forth in Section 5.01(b), 5.01(c), 5.01(e), 5.01(f), 5.01(j) and 5.01(k);

(xiii) a certificate of the chief financial officer of Holdings (A) setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis after giving effect to the Loans, with each of the financial covenants contained in Section 7.03 (as if the covenants applicable to the fiscal month ending April 30, 2022 applied on the Effective Date), (B) certifying that all United States federal and other material tax returns required to be filed by the Loan Parties have been filed and all taxes (other than the Unpaid Taxes) upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, (C) attaching a copy of the

Financial Statements and the Projections described in Section 6.01(g)(ii) hereof and certifying as to the compliance with the representations and warranties set forth in Section 6.01(g)(i) and Section 6.01(g)(ii) and (D) certifying that after giving effect to all Loans to be made on the Effective Date, all liabilities of the Loan Parties (other than any accounts payable that are past due and expressly permitted pursuant to Section 7.02(s)) are current;

(xiv) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis), after giving effect to the Loans made on the Effective Date, are Solvent;

(xv) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts as in effect on the Effective Date are true, complete and correct copies thereof and (B) such agreements remain in full force and effect and that none of the Loan Parties has breached or defaulted in any of its obligations under such agreements;

(xvi) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Effective Date as to the subsistence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions;

(xvii) an opinion of (i) Mayer Brown LLP, New York, Delaware and California counsel to the Loan Parties, and (ii) Carlton Fields, P.A., Florida counsel to the Loan Parties, as to such matters as the Collateral Agent may reasonably request;

(xviii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, together with evidence of the payment of all premiums due in respect thereof for such period as the Collateral Agent may request; and

(xix) evidence of the payment in full of all Indebtedness under the Existing First Lien Credit Facility (other than the Deferred Monroe Fees), together with (A) a termination and release agreement with respect to the Existing First Lien Credit Facility and all related documents, duly executed by the Loan Parties and the Existing First Lien Lenders, (B) a termination of security interest in Intellectual Property for each assignment for security recorded by the Existing First Lien Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, and (C) UCC-3 termination statements for all UCC-1 financing statements filed by the Existing Lenders and covering any portion of the Collateral.

(e) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development shall have occurred since December 31, 2021 which could reasonably be expected to have a Material Adverse Effect.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans, or the conduct of the Loan Parties' business, or the consummation of any of the underlying transactions shall have been obtained and shall be in full force and effect.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Collateral Agent and its counsel, and the Collateral Agent and such counsel shall have received all such information and such counterpart originals or certified or other copies of such documents as the Collateral Agent or such counsel may reasonably request.

(h) Management Reference Checks. The Collateral Agent shall have received satisfactory reference checks for, and shall have had an opportunity to meet with, key management of each Loan Party.

(i) [Reserved].

(j) Security Interests. The Loan Documents shall create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to Permitted Liens).

(k) Litigation. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or threatened in any court or before any arbitrator or Governmental Authority which relates to the Loans or which, in the opinion of the Collateral Agent, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(l) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(m) Patriot Act Compliance. The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, a duly executed IRS Form W-9 (or other applicable tax form) of Holdings and the Borrower, and all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested in writing by the Administrative Agent at least three (3) Business Days prior to the Effective Date.

(n) Meeting with Management. The Agents shall have had a meeting at Holdings' corporate offices (or at such other location as may be agreed to by the Borrower and the Agents) at such time as may be agreed to by the Borrower and the Agents to discuss the financial condition and results of operation of Holdings and its Subsidiaries.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan

that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

Section 5.03 Conditions Precedent to Withdrawals From Blocked Account. The Borrower may request a withdrawal of any amounts on deposit in the Blocked Account subject to the fulfillment, in a manner satisfactory to the Administrative Agent in its sole discretion, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid (or shall, with the proceeds of such withdrawal, pay) all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a request for each withdrawal from the Blocked Account, and the Borrower's acceptance of the proceeds of such withdrawal, shall each be deemed to be a representation and warranty by each Loan Party on the date of such withdrawal that: (i) except for Section 6.01(h)(iii) of the Financing Agreement, solely to the extent such section relates to the Specified Defaults or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents, the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such withdrawal are true and correct on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) except for the Specified Defaults, at the time of and after giving effect to the making of such withdrawal and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the withdrawal on such date and (iii) the conditions set forth in this Section 5.03 have been satisfied as of the date of such request.

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(c) The Collateral Agent shall have received a written request (which may be by electronic mail) for such withdrawal that includes (i) reasonably detailed information as to the intended use of the proceeds of such withdrawal (which use shall be substantially consistent with the then-applicable 13-Week Cash Flow Forecast), (ii) the amount of the requested withdrawal, and (iii) the date of the requested withdrawal (which shall be no sooner than the two (2) Business Days following the date of such request (or such shorter period as the Administrative Agent may be willing to accommodate from time to time)).

(d) After giving effect to any such withdrawal on a pro forma basis, the cash of the Loan Parties shall not exceed $2,000,000.

Notwithstanding anything herein or in the other Loan Documents to the contrary, at any time following the occurrence of an Event of Default (other than a Specified Default), the Collateral Agent may, and it shall upon written notice of the Required Lenders, cause all amounts on deposit in the Blocked Account to be withdrawn and promptly thereafter applied to repay an equivalent amount of the 2023 Incremental Revolving Loans (which repayment shall constitute a permanent reduction of the 2023 Incremental Revolving Loan Commitment by such amount).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Effective Date or (y) filings and

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recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. On the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, the authorized Equity Interests of Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Holdings and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Holdings are owned by Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Holdings or any of its Subsidiaries and no outstanding obligations of Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Holdings or any of its Subsidiaries, or other obligations of Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Holdings or any of its Subsidiaries.

(f) Litigation. Except as set forth in Schedule 6.01(f), there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Statements.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Holdings and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 21, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term

of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

(j) Taxes, Etc. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $250,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l) hereto.

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority,

which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as set forth on Schedule 6.01(p), (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q) hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv)

there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

(r) Insurance. Each Loan Party maintains all insurance required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Effective Date.

(s) Use of Proceeds. The proceeds of the Loans (other than the 2023 Incremental Revolving Loans) shall be used to (a) refinance the Existing First Lien Credit Facility (excluding the payment of Deferred Monroe Fees) and other existing indebtedness of the Borrower, (b) pay fees and expenses in connection with the transactions contemplated hereby, (c) pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties and (d) fund working capital of the Borrower. The proceeds of the 2023 Incremental Revolving Loans shall be used, initially, solely to fund the Blocked Account and, thereafter, subject to the terms of Section 5.03 and in a manner consistent with the terms of this Agreement.

(t) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified,

and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) Senior Indebtedness, Etc. Each of the applicable Loan Parties has the power and authority to incur the Indebtedness provided for under the Existing Second Lien Credit Facility and has duly authorized, executed and delivered the Existing Second Lien Credit Facility. The Existing Second Lien Credit Facility constitutes the legal, valid and binding obligation of Holdings and its Subsidiaries enforceable against Holdings and its Subsidiaries in accordance with its terms. The subordination provisions of the Intercreditor Agreement are and will be enforceable against the Existing Second Lien Lenders by the Secured Parties which have not effectively waived the benefits thereof. All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Loans and fees and expenses in connection therewith, constitute the Senior Credit Facility (as defined in the Existing Second Lien Credit Facility), and all such Obligations are entitled to the benefits of the subordination created by the Intercreditor Agreement. Holdings and each of its Subsidiaries acknowledges that the Agents and the Lenders are entering into this Agreement, and extending their Commitments, in reliance upon the subordination provisions of the Intercreditor Agreement and this Section 6.01(y).

(z) Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other

internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

(aa) Anti-Bribery and Corruption.

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Corruption Laws.

(bb) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES AND OTHER COLLATERAL MATTERS

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first full fiscal month of Holdings and its Subsidiaries ending after the Effective Date, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Holdings and its Subsidiaries commencing with the first full fiscal quarter of Holdings and its Subsidiaries ending after the Effective Date, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by

Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Holdings and satisfactory to the Agents (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), a Compliance Certificate:

(A) stating that an Authorized Officer of the Borrower has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 and the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof, (2) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents, showing compliance with Section 7.03(c) and (3) including a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such

period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by (X) clause (iii) of this Section 7.01(a), attaching (1) the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) and (2) confirmation that there have been no changes to the information contained in each of the Perfection Certificates delivered on the Effective Date or the date of the most recently updated Perfection Certificate delivered pursuant to this clause (iv) and/or attaching an updated Perfection Certificate identifying any such changes to the information contained therein, and (Y) clause (ii) of this Section 7.01(a), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 7.01(h), each Security Agreement and each Mortgage (or stating that there has been no change in the information most recently provided pursuant to this clause (C)(Y)), together with such other related documents and information as the Administrative Agent may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after the Effective Date, reports in form and detail satisfactory to the Agents and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent may request, and (B) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request, all in detail and in form satisfactory to the Agents;

~~(vi) (A) on or prior to the date that the payment required under Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the Lenders, by 5:00 p.m. (New York City time), on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (B) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, reports in form and detail satisfactory to the Agents, and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments), listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request;~~

(vi) [reserved];

(vii) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance

satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Section 6.01(bb)(ii) are true and correct with respect to the Projections;

(viii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(ix) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(xi) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is $500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xiii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiv) as soon as possible and in any event within five (5) days after the delivery thereof to Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); provided that all such reports and other information is subject to Section 12.19;

(xv) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange (including, without limitation, any statements, reports, filings, agreements, or other information that relate to any Equity

Issuance) and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(xvi) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xvii) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with Section 7.02(r);

(xviii) [reserved];

(xix) simultaneously with the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 7.01(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the Financial Statements that is permitted by Section 7.02(q), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 7.01(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Agents;

~~(xx) (A)(1) on or prior to the date that the payment required under Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the Lenders, by 5:00 p.m. (New York City time), on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (2) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (B)(1) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Holdings and its Subsidiaries, a 13-week cash flow forecast of Holdings and its Subsidiaries in form and substance satisfactory to the Agents (the "13-Week Cash Flow") and (2) if the Liquidity of Holdings and its Subsidiaries is less than $7,000,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Holdings and its Subsidiaries for each day in the prior week is greater than $7,000,000, a 13-Week Cash Flow;~~

(xx) by 7:00 p.m. (New York City Time) on the Friday of each week (or, if such Friday is not a Business Day, the immediately preceding Business Day), commencing with the week ending April 21, 2023, the Borrower shall deliver to the Agents and Lenders: (i) a 13-week cash flow forecast of Holdings and its Subsidiaries, prepared by the Loan Parties' Financial Advisor, setting forth in reasonable detail all sources and uses of the Loan Parties' cash for the succeeding 13-week period, which, in each case, shall be in form and substance satisfactory to the Agents; (ii) reports in form and detail satisfactory to the Agents, and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete, listing all accounts payable balances of the Loan Parties as of one Business Day immediately prior to the applicable reporting date, which shall include the amount and age of each such account payable and the name and mailing address of each account creditor; (iii) a

calculation of the Liquidity of Holdings and its Subsidiaries as of such Friday, in form and substance satisfactory to the Agents; and (iv) such other information as any Agent may reasonably request;

(xxi) as soon as possible and in any event within one (1) day after receipt thereof by any Loan Party, copies of any reports or other work product prepared by the Financial Advisor or the ~~Operational Advisor; and~~Investment Banker;

(xxii) (A) promptly upon receipt or delivery thereof, copies of all material correspondence and notices submitted to or by any Loan Party or its advisors in respect of any potential financing or investment in the Loan Parties, (B) copies of all proposals for any such financings or investments in the Loan Parties, and (C) promptly upon request, any other information concerning such financings or investments as any Agent may from time to time reasonably request.

(xxiii) ~~(xxii)~~ promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Agent may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Security Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Security Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Security Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of $250,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours and with reasonable notice to the Borrower, at the expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and

(iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as their interests may appear, in case of loss, under a standard non contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Agents and the Lenders, as their respective interests may appear, and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of $250,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of $500,000 in the case of a fee interest immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 7.01(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. The Borrower shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in

compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings.

(i) Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Holding's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders to discuss the financial condition and results of operation of Holdings and its Subsidiaries for the most recently ended fiscal quarter. ~~Upon the request of any Agent or the Required Lenders, each of the Financial Advisor and/or the Operational Advisor will attend and participate in such meetings.~~

(ii) Notwithstanding the foregoing, each Tuesday (commencing Tuesday, April 25, 2023) or, if such Tuesday is not a Business Day, then the next succeeding Business Day (or more frequently upon the reasonable request of any Agent or the Required Lenders), the Borrower shall, and shall cause each of (i) Holdings and senior management of Holdings and its Subsidiaries, (ii) the Investment Banker (following its retention), (iii) the Approved Independent Director, (iv) the Financial Advisor, and (v) any other third party advisor retained to pursue financing alternatives, to participate in a meeting with the Agents and the Lenders at such time as may be agreed to by the Borrower and such Agent or the Required Lenders, to discuss Holdings' and its Subsidiaries' operations, financial position, the status of the Investment Banker's undertakings with respect to the IB Engagement, and compliance with the other terms of this Agreement

(p) Board Information Rights. The Administrative Agent shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Administrative Agent were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Administrative Agent shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other

legal privilege; provided that, the Administrative Agent shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(r) Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 7.01(r), in each case within the time limits specified on such schedule.

~~(s) Financial Advisor; Operational Advisor. On or before the Amendment No. 4 Effective Date, (i) retain a financial advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Financial Advisor") and (ii) retain an operational advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Operational Advisor"), in each case, on terms and with a scope of engagement reasonably acceptable to Administrative Agent and Required Lenders.~~

(s) Financial Advisor; Investment Banker; Independent Director.

(i) The Loan Parties at all times shall have retained a financial advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Financial Advisor") (it being understand that Teneo is acceptable to the Agents and Required Lenders).

(ii) (A) Holdings shall continue to have on its board of directors at least one independent director acceptable to the Agents and Required Lenders (it being understood that Patrick Bartels is acceptable to the Agents and Required Lenders, the "Approved Independent Director")); (B) other than as set forth in clause (D) below, each other Loan Party that is a limited liability company shall substantially simultaneously with the Effective Date (as defined in the Amendment No. 5 Forbearance Agreement) and shall thereafter continue to have as its sole manager (directly or, in the case of a member managed company, indirectly) the Approved Independent Director; (C) other than as set forth in clause (D) below, each other Loan Party that is a corporation shall substantially simultaneously with the Effective Date (as defined in the Amendment No. 5 Forbearance Agreement) and shall thereafter continue to have as its sole director the Approved Independent Director; and (D) with respect to the Mexican Loan Parties and each of the other Subsidiaries of the Loan Parties the Equity Interests of which are pledged to the Collateral Agent pursuant to the Mexican Pledge Agreement, each such Mexican Loan Party or other Subsidiary shall (1) notwithstanding anything to the contrary contained in Section 6 of the

Amendment No. 5 Forbearance Agreement, on or prior to April 25, 2023, provide all such bylaws (including their amendments), shareholders' and board minutes (including unanimous written consents), powers of attorney, corporate registry books and other governance documents of such Mexican Loan Parties or other Subsidiaries as the Agents or Lenders may reasonably request, (2) on or prior to April 28, 2023, appoint as their president of the board of directors, sole administrator, sole director, sole manager (directly or, in the case of a member managed company, indirectly) or other comparable position as applicable and as permitted by applicable law, the Approved Independent Director, in a form and substance approved at the sole discretion of the Agents; provided that the appointment of the Approved Independent Director shall include, without limitation, indemnities granted by the Mexican Loan Party and the other applicable Subsidiaries in favor of the Approved Independent Director and his executors, administrators or assigns, with respect to any amount which he is or becomes legally obligated to indemnify as a result of any claim or claims made against him because of any act or omission or neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, in each case, arising out of his appointment, which indemnity shall include, *inter alia*, damages, judgements, settlements and costs, costs of investigation and cost of defense of legal actions, claims or proceedings and appeals therefrom, and costs of attachment or similar bonds, (3) on or prior to April 28, 2023, revoke, limit and/or grant powers of attorney such that any and all authorities reasonably related to acts governed by Section 7.02 of the Financing Agreement or that are otherwise construed by the Agents or Lenders as material transactions, require, at the Agent's sole discretion, the prior express written consent of the Approved Independent Director, in the understanding that such revocations or limitations should be duly notified to the corresponding attorneys-in-fact and (4) on or prior to May 5, 2023, execute and file for registration all applicable documentation to effectuate the provisions of this Section 7.01(s)(ii)(D). Holdings shall not take any action or fail to take any action that would as a result thereby modify any Approved Independent Director's powers at any of the Loan Parties from such powers as existed on the Effective Date (as defined in the Amendment No. 5 Forbearance Agreement) or the applicable appointment date with respect thereto.

(iii) Notwithstanding anything to the contrary contained in Section 3(d) of the Amendment No. 5 Forbearance Agreement, by April 21, 2023, the Loan Parties shall retain (and thereafter continue to retain) an investment banker (the "Investment Banker") reasonably acceptable to the Agents and Required Lenders and on terms acceptable to the Agents and Required Lenders. Such Investment Banker shall be retained for the purposes set forth in its retention agreement (in form and substance acceptable to the Agents and Required Lenders), which shall include undertaking the preparation for a potential transaction involving Holdings and its Subsidiaries (the "IB Engagement"). In furtherance of the purposes of the retention of the Investment Banker, the Loan Parties shall (A) promptly following requests therefor, furnish to the Investment Banker all information and documentation (financial and otherwise) relating to Holdings and its Subsidiaries reasonably requested by the Investment Banker, and (B) from time to time make available to the Investment Banker, upon reasonable advance notice and at reasonable times, members of senior management of Holdings and its Subsidiaries as requested by the Investment Banker for a reasonable number of meetings and conferences calls, which members of senior management shall engage in such meetings and calls in good faith to assist the Investment Banker in respect of the IB Engagement

(t) Equity Proceeds. Notwithstanding anything to contrary contained in Section 2.06(c), until such time as the Loan Parties have prepaid the Term Loans in the amount set forth in Section 2.03(b)(w), immediately (and in any event, within three (3) Business Days) upon any Equity Issuance, the Borrower shall prepay the outstanding amount of the Term Loans (plus all other Obligations due in connection with such prepayment) in an amount equal to not less than ~~80~~100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section

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7.01(t) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (x) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into any Loan Party (other than Holdings or the Mexican Loan Parties), (y) any wholly-owned Subsidiary that is not a Loan Party may be merged into another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Parties); (iii) transactions permitted by Section 7.02(e) and Section 7.02(h), (iv) sales of Qualified Equity Interests of Holdings to Affiliates of Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) subject to the terms of this Agreement and the Intercreditor Agreement, the Existing Second Lien Credit Facility and Permitted Second Lien Loan Payments, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or

any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Existing Second Lien Credit Facility;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness, including, for the avoidance of doubt, the Existing Second Lien Credit Facility (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) subject to the terms of the Intercreditor Agreement, the Existing Second Lien Credit Facility (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Credit Facility), (ii) the AN Extend Earn-Out or (iii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii)),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 3.00 to 1.00, (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Holdings (and not in cash),

(4) subject to the terms of the Intercreditor Agreement, payments, prepayments, repayments, repurchases or redemptions of the Existing Second Lien Credit Facility constituting Permitted Second Lien Loan Payments,

(5) payments of the Exitus Renewal Fee (which has been paid);

(6) so long as, immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing, then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness in an aggregate amount not to exceed $1,000,000; and

(7) so long as, (x) immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing and (y) prior to any such payments, the Loan Parties shall have repaid the Term Loan in the amounts required pursuant to Section 2.03(b)(w) and (x), then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness after June 15, 2023 in an aggregate amount not to exceed $1,580,000.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, provided that no such amendment, modification or change or new

agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws .

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. Have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to (i) at any time on or prior to March 24, 2023, $5,000,000, (ii) at any time after March 24, 2023 but on or prior to April 15, 2023, $3,000,000 and (iii) at any time thereafter, $1,300,000.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity

Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	$150,000,000
September 30, 2022	$150,000,000
December 31, 2022	$150,000,000
March 31, 2023 and each fiscal month ending thereafter	$150,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio
March 31, 2023	6.38:1.00
April 30, 2023	6.60:1.00
May 31, 2023	6.20:1.00
June 30, 2023	6.00:1.00
July 31, 2023	5.28:1.00
August 31, 2023	4.51:1.00
September 30, 2023	4.12:1.00
October 31, 2023	3.50:1.00
November 30, 2023	3.14:1.00
December 31, 2023	4.63:1.00
January 31, 2024 and each fiscal month ending thereafter	3:50:1.00

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(c) Liquidity. Permit Liquidity to be (i) less than $1,000,000 at any time on or prior to March 24, 2023, (ii) less than $2,000,000 at any time after March 24, 2023 but on or prior to April 15, 2023 and (iii) less than $7,000,000 at any time thereafter.

(d) LTM EBITDA. Unless the Loan Parties shall have prepaid the Term Loan in the principal amounts required pursuant to Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) on or prior to April 15, 2023, each Loan Party shall not permit the Consolidated EBITDA of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Consolidated EBITDA
March 31, 2023	$9,953,000
April 30, 2023	$9,627,000
May 31, 2023	$10,238,000
June 30, 2023	$10,607,000
July 31, 2023	$12,023,000
August 31, 2023	$14,055,000
September 30, 2023	$15,415,000
October 31, 2023	$18,117,000
November 30, 2023	$20,224,000
December 31, 2023 and each fiscal month ending thereafter	$13,707,000

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(b), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other

amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) Subject to Section 7.01(r), the Loan Parties shall, with respect to each Cash Management Account (other than Excluded Accounts), deliver to the Collateral Agent a Control Agreement with respect to such Cash Management Account. The Loan Parties shall not maintain, and shall not permit any of their Domestic Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account (other than Excluded Accounts), unless the Collateral Agent shall have received a Control Agreement in respect of each such Cash Management Account; provided that, the total amount of cash, Cash Equivalents or other amounts in any deposit account or securities account of any Foreign Subsidiary not subject to a Control Agreement shall not exceed, at any time on and after the date that is ten (10) Business Days after the Effective Date, $2,000,000.

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Accounts, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Accounts.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrower may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that (i) such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank, and (ii) prior to the time of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent a Control Agreement. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of three (3) Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a), 7.01(b), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(m), Section 7.01(o), Section 7.01(r), Section 7.01(t), Section 7.02, Section 7.03 or Article VIII, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Security Agreement to which it is a party or any Mortgage to which it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) ~~(i)~~ Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to $500,000 (including, for the avoidance of doubt, under the Existing Second Lien Facility), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or

for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $500,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $500,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the Existing Second Lien Facility (including, for the avoidance of doubt, any "Default" or "Event of Default" thereunder that does not constitute a Default or Event of Default hereunder) or any other Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, or (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) other than with respect to (A) the Event of Default under Section 9.01(a) occurring solely as a result of the failure to make the principal payments required pursuant to Sections 2.03(b)(w), (x) and (y), or (B) the Event of Default under Section 9.01(e) occurring solely as a result of the Loan Parties' failure to pay the principal payments required under the Exitus Indebtedness (but, in the case of this clause (B), only for so long as the lenders under the Exitus Indebtedness have not accelerated or otherwise begun to exercise remedies with respect to such Exitus Indebtedness), declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Premium, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Applicable Premium, if any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 9.02 Cure Right. In the event that Holdings fails to comply with the requirements of the financial covenant set forth in Section 7.03(a) or 7.03(b), during the period from the

date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); provided that (i) such proceeds are actually received by Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay the Loans in accordance with Section 2.06(c)(v) and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 9.02. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 7.03(a) and 7.03(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03(a) and/or Section 7.03(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 7.03(a) and 7.03(b).

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees

necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or other Person (including any Lender). Any such Related Party, trustee, co-agent or other Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement

or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five (5) days of written demand by such Agent, reimburse such Agent and such Related Parties for and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent and such Related Parties), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and the Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any

action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Party's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the

Loans and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 10.18 and Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnity Obligations) in accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and

representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5)

other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Holdings or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Holdings and its Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Holdings and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to

time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

Section 10.15 Intercreditor Agreement. Each Lender hereby grants to the Collateral Agent all requisite authority to enter into or otherwise become bound by, and to perform its obligations and exercise its rights and remedies under and in accordance with the terms of, the Intercreditor Agreement and to bind the Lenders thereto by the Collateral Agent's entering into or otherwise becoming bound thereby, and no further consent or approval on the part of any Lender is or will be required in connection with the performance by the Collateral Agent of the Intercreditor Agreement.

Section 10.16 Collateral Agent May File Proofs of Claim

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.17 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Borrower, Lender, or other Person is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Borrower, Lender, or other Person shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or a portion of any distribution to the Borrower, a Lender, or other Person was an Erroneous Distribution shall be conclusive absent manifest error. Each Borrower, Lender, and other

potential recipient of an Erroneous Distribution hereunder waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner,

payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XI. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XI such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XI in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XI that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XI(including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Financial Officer
Telephone: 1(877)5149180
Email: ~~amit.singh@agilethought.com~~amit.singh@agilethought.com

with a copy to:

~~Mayer Brown LLP~~

~~1221 Avenue of the Americas~~

~~New York, New York 10020-1001~~
~~Attention: Juan Pablo Moreno P.~~
~~Telephone: (212) 506-2443~~

~~Email: JMoreno@mayerbrown.com~~

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Legal Officer
Telephone: 1(877)5149180
Email: ~~diana.abril@agilethought.com~~diana.abril@agilethought.com

and (which shall not constitute notice) to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004 1482
Attention: Katie Coleman
Telephone: (212) 837-6447
Email: katie.coleman@hugheshubbard.com

if to the Administrative Agent or the Collateral Agent, to it at the following address:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email:
~~BlueTorchAgency@alterdomus.com~~BlueTorchAgency@alterdomus.com
with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: ~~bluetorch.loanops@seic.com~~bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge
Telephone: 212-596-9747
Email: ~~leonard.klingbaum@ropesgray.com;~~
~~nell.ethridge@ropesgray.com~~leonard.klingbaum@ropesgray.com;
nell.ethridge@ropesgray.com
Telecopier: 646-728-2694

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

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

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

Section 12.02 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (a) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, (b) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (c) in the case of any other amendment, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release the Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; provided, that the Required Lenders may elect to release all or a substantial portion of the Collateral without the requirement to obtain the written consent of each Lender if such release is in connection with (x) an exercise of remedies by the Collateral Agent at the direction of the Required Lenders pursuant to Section 9.01 or (y) any Disposition of all or a substantial portion of the Collateral by one or more of the Loan Parties with the consent of the Required Lenders after the occurrence and during the continuance of an Event of Default so long as such

Disposition is conducted in a commercially reasonable manner as if such Disposition were a disposition of collateral by a secured creditor in accordance with Article 9 of the UCC; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

(b) Notwithstanding anything to the contrary in Section 12.02(a):

(i) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents;

(ii) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby;

(iii) any Control Agreement, Guaranty, Mortgage, Security Agreement, collateral access agreement, landlord waiver or other agreement or document purporting to create or perfect a security interest in any of the Collateral (a "Collateral Document") may be amended, waived or otherwise modified with the consent of the applicable Agent and the applicable Loan Party without the need to obtain the consent of any Lender or any other Person if such amendment, modification, supplement or waiver is delivered in order (A) to comply with local Requirements of Law (including foreign law or regulatory requirements) or advice of local counsel, (B) to cure any ambiguity, inconsistency, omission, mistake or defect or (C) to cause such Collateral Document to be consistent with this Agreement and the other Loan Documents, and if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, inconsistency, omission, mistake or defect, in each case, in any provision of any Loan Document (other than a Collateral Document), then the Administrative Agent and the Borrower shall be permitted to amend such provision; any amendment, waiver or modification pursuant to this paragraph shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof;

(iv) no consent of any Loan Party shall be required to change any order of priority set forth in Section 2.06(d) and Section 4.03;

(v) the Administrative Agent and the Borrower may enter into an amendment to this Agreement pursuant to Section 2.08(g) to reflect an alternate service or index rate and such other related changes to this Agreement as may be applicable; and

(vi) no Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or Affiliate).

(c) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Collateral Agent and the Administrative Agent and their respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan

Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) any Environmental Claim, Environmental Liability or Remedial Action arising from or in connection with the past, present or future operations of, or any property currently, formerly or in the future owned, leased or operated by, any Loan Party, any of its Subsidiaries or any predecessor in interest, (k) any Environmental Lien, (l) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents and (y) if the Borrower fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The obligations of the Borrower under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights

hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to:

(i) all or a portion of its Term Loan Commitment and any Term Loan made by it with the written consent of the Borrower (such consent not to be unreasonably withheld) and each Agent, and

(ii) all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it with the written consent the Borrower (such consent not to be unreasonably withheld) and each Agent;

provided, however, that no written consent of the Borrower, the Collateral Agent or the Administrative Agent shall be required (A) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender; provided further, that under this Section 12.07(b), the consent of the Borrower shall not be required if an Event of Default has occurred and is continuing.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(iii) No such assignment shall be made to (A) any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the recordation date of each Assignment and Acceptance on the Register, , (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to

such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at one of its offices, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon)owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior written notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Borrower, Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent and Borrower must be evidenced by such Agent's or Borrower's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Loan (and the note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each note shall expressly so provide). Any assignment or sale of all or part of a Loan (and the note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Register, together with the surrender of the note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s).

(i) If any Lender sells participations in a Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Loans held by it and the principal amount (and stated interest thereon) of the portion of the Loan that is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under the Code or Treasury Regulations, including without limitation, Section 5f.103-1(c) of the United States Treasury Regulations. A Loan (and the note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each note shall expressly so provide). Any participation of such Loan (and the note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Person who purchases or is assigned or participates in any portion of such Loan shall comply with Section 2.10(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefit of Section 2.10 and Section 2.11 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it were a Lender; provided that a participant shall not be entitled to receive any greater payment under Section 2.10 or Section 2.11 with respect to its participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED

AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Loan Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document, of any Environmental Claim or any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrower's use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Borrower or the handling of the Loan Account and Collateral of the Borrower as herein provided, (iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, including any Environmental litigation, investigation or proceeding relating to or arising out of any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or

thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

(e) Section 12.15 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.07 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or

detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made either will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization, so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.19); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (viii) to any other Person if such information is general portfolio information that does not identity the Loan Parties, or (ix) with the

consent of the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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EXHIBIT 14

First Amendment to the Prepetition 1L Forbearance Agreement

EXECUTION VERSION

FIRST AMENDMENT TO FORBEARANCE AGREEMENT

This **FIRST AMENDMENT**, dated as of May 14, 2023 (this "Agreement"), amends that certain Forbearance Agreement, dated as of April 18, 2023 (the "Existing Forbearance Agreement"), by and among AN Global, LLC, a Delaware limited liability company (the "Borrower") and each of the Borrower's affiliates listed as a "Guarantor" on the signature pages to the Financing Agreement (as defined in the Existing Forbearance Agreement), the Lenders party thereto, Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the "Agents"). All capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Existing Forbearance Agreement.

RECITALS

WHEREAS, the Existing Forbearance Agreement terminated prior to the date hereof, and the Loan Parties requested that the Agents and Lenders agree to extend their agreement to forbear from exercising their respective rights and remedies for a period of time, and Agents and Lenders have agreed to such forbearance subject to the satisfaction of, and continued compliance with, the terms and conditions set forth in the Existing Forbearance Agreement, as amended by this Agreement.

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

1. April Interest Payment; Acknowledgment of Debt. On April 20, 2023, in connection with the Forbearance Agreement and Amendment No. 5, the Borrower paid to the Administrative Agent, for the benefit of the Lenders, (i) the forbearance and amendment fee in an amount equal to $350,000, (ii) the Use Fee (as defined in the Fee Letter), in an amount equal to $150,000 and (iii) the Refundable Fee (as defined in the Fee Letter) in an amount equal to $1,000,000, which fees, in each case, were capitalized and added to the outstanding principal balance of the Obligations. On April 28, 2023, the Borrower failed to make an interest payment then due and payable, including after giving effect to the applicable grace period and requested that such amount of interest be capitalized and added to the outstanding principal balance of the Obligations. The Agents and Lenders hereby agree to such capitalization. Consequently, as of the close of business on April 28, 2023, each Loan Party was indebted, jointly and severally, to Lenders and Agent, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Financing Agreement and the other Loan Documents in the aggregate principal amount of not less than $74,357,308.42, plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

2. Acknowledgment of Defaults. Each Loan Party acknowledges and agrees that, on and as of the date hereof: (i) each of the Events of Default enumerated on Part A of Schedule 1 attached (which Schedule amends the corresponding part of the schedule to the Existing Forbearance Agreement as in effect immediately prior to this Agreement, the "Existing Defaults") have occurred and are continuing; (ii) each of the events or conditions enumerated on Part B of Schedule 1 attached hereto (which Schedule amends the corresponding part of the schedule to the

Existing Forbearance Agreement as in effect immediately prior to this Agreement, the "Anticipated Defaults") may occur and continue during the Forbearance Period (as such term is amended pursuant to this Agreement); (iii) Agents and Lenders have not waived in any respect any Existing Defaults or will be deemed to have waived in any respect any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period (as such term is amended pursuant to this Agreement); (iv) Agents and Lenders have not waived any of their rights and remedies with respect to the Existing Defaults or will be deemed to have waived any of their rights and remedies with respect to any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period (as such term is amended pursuant to this Agreement); and (v) except as expressly limited by this Agreement, Agents and Lenders are permitted immediately to accelerate the Obligations and exercise all rights and remedies available under the Loan Documents, applicable law and/or otherwise as a result of any of the Existing Defaults, or, upon the occurrence and during the continuation thereof, any of the Anticipated Defaults.

3. Amendments to Existing Forbearance Agreement.

(a) Schedule 1 to the Existing Forbearance Agreement is hereby amended and restated in its entirety in the form attached hereto as Schedule 1.

(b) The definition of "Forbearance Expiration Date" set forth in Section 2(a) of the Existing Forbearance Agreement is hereby amended and restated in its entirety to read as follows:

> "Forbearance Expiration Date" means 11:59 a.m. New York City time on May 19, 2023.

(c) Section 6(b) of the Existing Forbearance Agreement is hereby amended and restated in its entirety to read as follows:

> (b) with respect to the Mexican Loan Parties and each of the other Subsidiaries of the Loan Parties the Equity Interests of which are pledged to the Collateral Agent pursuant to the Mexican Pledge Agreement, each such Mexican Loan Party and other Subsidiary shall cooperate in good faith with the Agents to implement certain governance changes, in each case, in form and substance acceptable to the Agents, Lenders and the Loan Parties.

4. Effectiveness of this Agreement. This Agreement shall become effective upon the satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Effective Date"):

(a) Agreement. On or before the Effective Date, the Agents shall have received this Agreement, fully executed by the other parties hereto.

(b) Representations and Warranties. Except for (i) Section 6.01(h)(iii) of the Financing Agreement to the extent such section relates to the Specified Defaults or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents on or prior to the

Effective Date and (ii) Section 6.01(t) of the Financing Agreement (which such representation is made in Section 6(b) of the Existing Forbearance Agreement) (collectively, the "Representation Exception"), the representations and warranties contained in this Agreement, the Existing Forbearance Agreement and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. Other than the Existing Defaults and Anticipated Defaults, no Default or Event of Default shall have occurred and be continuing on the Effective Date or result from this Agreement becoming effective in accordance with its terms.

(d) Sale and Refinancing Process Authority. On or before the Effective Date, Holdings shall have caused the Approved Independent Director, as the sole member of a transaction committee of Holdings, to be granted the exclusive authority to: (i) oversee the process for the sale of substantially all of Holdings and its Subsidiaries' assets; (ii) oversee the process for a potential refinancing of the Obligations; and (iii) make a recommendation to the Board of Directors of Holdings and, to the extent relating to a sale transaction, the shareholders of Holdings, as to the transaction or transactions that should be consummated (subject to approval of the Board of Directors of Holdings or the shareholders of Holdings, as applicable).

5. Representations and Warranties; No Event of Default. Except for the Representation Exception, the representations and warranties herein, in the Existing Forbearance Agreement, in Article VI of the Financing Agreement and in each other Loan Document are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and, other than the Existing Defaults and Anticipated Defaults, no Default or Event of Default has occurred and is continuing as of the Effective Date or would result from this Agreement becoming effective in accordance with its terms.

6. Miscellenaous. Sections 8 through 15 of the Existing Forbearance Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: _____
95ACF57845BA4F8...

Name: Patrick Bartels Jr.
Title: Manager

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

DocuSigned by:

By: _____
95ACF578458A4F8...

Name: Patrick Bartels Jr.
Title: Chairman of the Board of Directors

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

EXHIBIT 15

Second Amendment to the Prepetition 1L Forbearance Agreement

Execution Version

SECOND AMENDMENT TO FORBEARANCE AGREEMENT

This **SECOND AMENDMENT**, dated as of May 19, 2023 (this "Agreement"), amends that certain Forbearance Agreement, dated as of April 18, 2023 (as amended by that certain First Amendment, dated as of May 14, 2023, the "Existing Forbearance Agreement"), by and among AN Global, LLC, a Delaware limited liability company (the "Borrower") and each of the Borrower's affiliates listed as a "Guarantor" on the signature pages to the Financing Agreement (as defined in the Existing Forbearance Agreement), the Lenders party thereto, Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the "Agents"). All capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Existing Forbearance Agreement.

RECITALS

WHEREAS, the Existing Forbearance Agreement terminated on the date hereof, and the Loan Parties requested that the Agents and Lenders agree to extend their agreement to forbear from exercising their respective rights and remedies for a period of time, and Agents and Lenders have agreed to such forbearance subject to the satisfaction of, and continued compliance with, the terms and conditions set forth in the Existing Forbearance Agreement, as amended by this Agreement.

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

1. Acknowledgment of Debt. As of the close of business on April 28, 2023, each Loan Party was indebted, jointly and severally, to Lenders and Agent, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Financing Agreement and the other Loan Documents in the aggregate principal amount of not less than $74,357,308.42, plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

2. Acknowledgment of Defaults. Each Loan Party acknowledges and agrees that, on and as of the date hereof: (i) each of the Existing Defaults (as defined in the Existing Forbearance Agreement) have occurred and are continuing; (ii) each of the Anticipated Defaults (as defined in the Existing Forbearance Agreement, as amended by this Agreement) may occur and continue during the Forbearance Period (as such term is amended pursuant to this Agreement); (iii) Agents and Lenders have not waived in any respect any Existing Defaults or will be deemed to have waived in any respect any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period (as such term is amended pursuant to this Agreement); (iv) Agents and Lenders have not waived any of their rights and remedies with respect to the Existing Defaults or will be deemed to have waived any of their rights and remedies with respect to any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period (as such term is amended pursuant to this Agreement); and (v) except as expressly limited by this Agreement, Agents and Lenders are permitted immediately to accelerate the Obligations and exercise all rights and remedies available under the Loan Documents, applicable law and/or otherwise as a result of any

of the Existing Defaults, or, upon the occurrence and during the continuation thereof, any of the Anticipated Defaults.

3. Amendments to Existing Forbearance Agreement.

(a) Schedule 1.B to the Existing Forbearance Agreement is hereby amended and restated in its entirety in the form attached hereto as Annex A.

(b) The definition of "Forbearance Expiration Date" set forth in Section 2(a) of the Existing Forbearance Agreement is hereby amended and restated in its entirety to read as follows:

> "Forbearance Expiration Date" means 11:59 p.m. New York City time on May 26, 2023.

4. Effectiveness of this Agreement. This Agreement shall become effective upon the satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Effective Date"):

(a) Agreement. On or before the Effective Date, the Agents shall have received this Agreement, fully executed by the other parties hereto.

(b) Representations and Warranties. Except for (i) Section 6.01(h)(iii) of the Financing Agreement to the extent such section relates to the Specified Defaults or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents on or prior to the Effective Date and (ii) Section 6.01(t) of the Financing Agreement (which such representation is made in Section 6(b) of the Existing Forbearance Agreement) (collectively, the "Representation Exception"), the representations and warranties contained in this Agreement, the Existing Forbearance Agreement and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. Other than the Existing Defaults and Anticipated Defaults, no Default or Event of Default shall have occurred and be continuing on the Effective Date or result from this Agreement becoming effective in accordance with its terms.

5. Representations and Warranties; No Event of Default. Except for the Representation Exception, the representations and warranties herein, in the Existing Forbearance Agreement, in Article VI of the Financing Agreement and in each other Loan Document are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or

"Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and, other than the Existing Defaults and Anticipated Defaults, no Default or Event of Default has occurred and is continuing as of the Effective Date or would result from this Agreement becoming effective in accordance with its terms.

6. Miscellenaous. Sections 8 through 15 of the Existing Forbearance Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: _____
95ACF578458A4E8...

Name: Patrick Bartels Jr.
Title: Manager

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

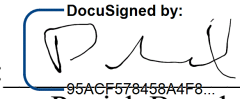
AN USA

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: 

Name: Patrick Bartels Jr.
Title: Chairman of the Board of Directors

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
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By: KPG BTC Management LLC, its sole member

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Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
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Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
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Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
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Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
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By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

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By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
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Title: Managing Member

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Title: Managing Member

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Title: Managing Member

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Name: Kevin Genda
Title: Managing Member

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Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
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By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

B. Anticipated Events of Default

1. Pursuant to Section 2.04(d) of the Financing Agreement, the Borrower shall pay interest, in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month. On May 31, 2023 and June 30, 2023, the Borrower expects to fail to make an interest payment then due and payable, including after giving effect to the applicable grace period. Such contravention of Section 2.04(d) of the Financing Agreement would constitute an Event of Default pursuant to Section 9.01(a) of the Financing Agreement.
2. As of the Effective Date, the Loan Parties may not satisfy the First Lien Leverage Ratio requirement for the period of four consecutive fiscal quarters for which the last fiscal month ending May 31, 2023 and June 30, 2023 in contravention of Section 7.03(b) of the Financing Agreement. Such contravention of Section 7.03(b) of the Financing Agreement would constitute Events of Default pursuant to Section 9.01(c) of the Financing Agreement.
3. As a result of the Event of Default described in item A.8 above, the Loan Parties are required to maintain a minimum Consolidated EBITDA pursuant to Section 7.03(d) of the Financing Agreement, which as of the Effective Date, the Loan Parties do not expect to satisfy in respect of the fiscal months ending May 31, 2023 and June 30, 2023 in contravention of Section 7.03(d) of the Financing Agreement. Such contraventions of Section 7.03(d) of the Financing Agreement would constitute an Event of Default pursuant to Section 9.01(c) of the Financing Agreement.
4. Pursuant to Section 2.03(b)(x) of the Financing Agreement, the Borrower is required to prepay the Term Loans in an amount equal to or greater than $20,000,000 (inclusive of the amount specified in item A.8 above) on or before June 15, 2023 and the Borrower expects to fail to make such payment and to pay any related fees, after giving effect to the applicable grace period, which would constitute an Event of Default pursuant to Section 9.01(a) of the Financing Agreement.
5. Each of the anticipated Events of Default herein would result in cross-defaults under the Existing Second Lien Credit Facility, which would constitute Events of Default pursuant to Section 9.01(e) of the Financing Agreement.
6. There are several anticipated events of default under the Existing Second Lien Credit Facility disclosed on Schedule 1 to the Second Lien Forbearance Agreement, which would result in cross-defaults that would constitute Events of Default pursuant to Section 9.01(e) of the Financing Agreement.
7. Any breach of any representations and warranties in the Loan Documents with respect to the foregoing Specified Defaults which would constitute Events of Default pursuant to Section 9.01(b) of the Financing Agreement.
8. As of the Effective Date, the Loan Parties expect to receive a qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or a qualification or exception as to the scope of the report, in each case, with respect to the fiscal quarter of Holdings and its Subsidiaries ended March 31, 2023. Such qualification may cause issues under Section 7.01(a) of the Financing Agreement, which may constitute an Event of Default pursuant to Section 9.01(c) of the Financing Agreement.
9. On March 25, 2023, the Borrower expects to fail to pay the Deferred Monroe Fees as required under the Existing First Lien Credit Agreement and the related payoff letter,

including after giving effect to any applicable grace period, which may result in a cross-default that may constitute an Event of Default pursuant to Section 9.01(e) of the Financing Agreement.

EXHIBIT 16

Amendment No. 6 to the Prepetition 1L Financing Agreement

Execution Version

AMENDMENT NO. 6 TO FINANCING AGREEMENT

AMENDMENT NO. 6, dated as of July 17, 2023 (this "Amendment"), to that certain Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023, that certain Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, that certain Amendment No. 5 to Financing Agreement, dated as of April 20, 2023, and this Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Loan Parties have advised the Agents and Lenders that the Specified Defaults (as defined below) have occurred and are continuing;

WHEREAS, the Loan Parties have also advised the Agents and Lenders that the Loan Parties require immediate liquidity in order to continue to operate their businesses in the ordinary course;

WHEREAS, the Additional Term Loan Lenders are willing to provide additional liquidity on the terms set forth herein in order to permit the Loan Parties to continue to operate their businesses in the ordinary course; and

WHEREAS, the Loan Parties are entering into this Amendment with the understanding and agreement that none of the Agents' or any Lender's rights or remedies as set forth in the Financing Agreement or any other Loan Document are being waived or modified by the terms of this Amendment.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments. The Financing Agreement (excluding all Schedules and Exhibits thereto, each of which shall remain as in effect immediately prior to the Amendment No. 6 Effective Date other than the addition of Schedule 1.01(A-3) thereto in the form appended to the end of Annex A hereto) is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and (ii) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders on the Amendment No. 6 Effective Date as follows:

(a) Representations and Warranties; No Event of Default. (i) Except for (A) Section 6.01(h)(iii) of the Financing Agreement to the extent such section relates to the Specified Defaults, or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents prior to the Amendment No. 5 Effective Date and (B) Section 6.01(t) of the Financing Agreement to the extent relating to the period on or prior to the Amendment No. 6 Effective Date (collectively, the "Representation Exceptions"), the representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties are true and correct in all respects subject to such qualification) on and as of the Amendment No. 6 Effective Date as though made on and as of such dates, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty is true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties are true and correct in all respects subject to such qualification) on and as of such earlier date), and (ii) except for the Specified Defaults, no Default or Event of Default has occurred and is continuing as of the Amendment No. 6 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Solvency. That, on and as of the Amendment No. 6 Effective Date, the Loan Parties (on a consolidated basis) are Solvent (as defined below). For purposes of this clause (b) and Section 4(d)(iii) below, "Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (b) the fair salable value of the assets of such Person is not less than

the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business other than any debts subject to forbearance, current balances in accounts payable disclosed to such Person's lenders (or such lenders' agent) (the "Lender Parties") and certain tax liabilities disclosed to the Lender Parties prior to the Amendment No. 6 Effective Date, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature except as set forth in the most recent 13-Week Cash Flow Forecast disclosed to the Lender Parties, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this clause (b), the amount of any contingent obligations at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, would reasonably be expected to become an actual and matured liability.

(c) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Financing Agreement, and (iii) is duly qualified to do business in, and is in good standing in, each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(d) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of this Amendment, the Financing Agreement and the other Loan Documents, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(e) Enforceability of Loan Documents. This Amendment, the Financing Agreement, and each other Loan Document to which any Loan Party is or will be a party, is and will be a legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its terms, except as enforceability may be

limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(f) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of this Amendment or any other Loan Document to which it is or will be a party.

(g) Security Agreement Compliance. (i) The representations and warranties in Sections 5(b), (f) and (k) of the Security Agreement are true and correct in all material respects on and as of the Amendment No. 6 Effective Date as though made on and as of such date and (ii) each Loan Party is in compliance with that certain obligation under Section 4(a) of the Security Agreement to deliver all Pledged Interests (as defined in the Security Agreement) from time to time required to be pledged to the Collateral Agent pursuant to the terms of the Security Agreement or the Financing Agreement.

(g) No Duress. This Amendment has been entered into without force or duress, in the free will of each Loan Party. Each Loan Party's decision to enter into this Amendment is a fully informed decision and such Loan Party is aware of all legal and other ramifications of such decision.

(h) Counsel. Each Loan Party has read and understands this Amendment, has consulted with and been represented by legal counsel in connection herewith, and has been advised by its counsel of its rights and obligations hereunder.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 6 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, (i) all fees, costs and expenses then due and payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement, (ii) any fees required pursuant to the Amendment No. 6 Fee Letter (as defined below), which fees, in the case of this clause (ii), shall be paid in kind by capitalizing such fees and adding such capitalized amount to the outstanding principal amount of the Term Loans in accordance therewith, and (iii) a retainer to FTI, as financial advisor to counsel to the Agents and Lenders, in an amount equal to $150,000.

(b) Representations and Warranties. Except for the Representation Exceptions, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect"

in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 6 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any such representation or warranty that already is qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representation and warranty shall be true and correct in all respects subject to such qualification) on and as of such earlier date).

(c) No Default; Event of Default. Except for the Specified Defaults, no Default or Event of Default shall have occurred and be continuing on the Amendment No. 6 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 6 Effective Date the following, in form and substance satisfactory to the Agents, unless indicated otherwise, dated the Amendment No. 6 Effective Date:

(i) this Amendment, duly executed and delivered by the Loan Parties, each Agent, the Required Lenders and the Additional Term Loan Lenders, in form and substance satisfactory to the Agents;

(ii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto, confirming that such Governing Documents have not been amended or modified since the Effective Date, (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the transactions contemplated by this Amendment and the Amendment No. 6 Fee Letter, (2) the execution, delivery and performance by such Loan Party of this Amendment and the Amendment No. 6 Fee Letter, and (3) the execution, delivery and performance of the other documents to be delivered by such Person in connection with this Amendment, (C) the names and true signatures of the representatives of such Loan Party authorized to sign this Amendment, the Amendment No. 6 Fee Letter and the other documents to be executed and delivered by such Loan Party in connection herewith, together with evidence of the incumbency of such Authorized Officers and (D) as to the matters set forth in subsections (b) and (c) of this Section 4;

(iii) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties that the Loan Parties (on a consolidated basis), after giving effect to any Loans made on the Amendment No. 6 Effective Date, are Solvent; and

(iv) a fully executed copy of the Fee Letter, dated the Amendment No. 6 Effective Date, among the Borrower and the Agents (the "Amendment No. 6 Fee Letter").

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

5. Condition Subsequent to Effectiveness of this Agreement. The Loan Parties agree that, in addition to all other terms, conditions and provisions set forth in this Agreement, including, without limitation, those conditions to the Amendment No. 6 Effective Date set forth herein, the Loan Parties shall, on or prior to July 19, 2023 (or such later date as may be agreed by the Administrative Agent in its sole discretion), deliver or cause to be delivered to the Agents a fully executed amendment to the Intercreditor Agreement, in form and substance satisfactory to the Agents, dated as of the Amendment No. 6 Effective Date, among the Administrative Agent, the Existing Second Lien Collateral Agent and GLAS USA LLC, as administrative agent under the Existing Second Lien Credit Facility, and acknowledged by each of the Loan Parties (it being understood that the failure by the Loan Parties to perform or cause to be performed such condition subsequent shall constitute an immediate Event of Default (without giving effect to any grace periods set forth in the Financing Agreement)).

6. Acknowledgments by Loan Parties. Each Loan Party acknowledges and agrees as follows:

(a) Acknowledgment of Debt. As of the close of business on July 14, 2023, each Loan Party is indebted, jointly and severally, to the Lenders and the Agents, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Financing Agreement and the other Loan Documents in the aggregate principal amount of not less than $74,152,466.09, plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

(b) Acknowledgment of the Specified Defaults. On and as of the date hereof: (i) each of the Events of Default enumerated on Schedule 1 attached hereto (the "Specified Defaults") has occurred and is continuing; (ii) the Agents and Lenders have not waived in any respect any Specified Defaults; (iii) the Agents and Lenders have not waived any of their rights and remedies with respect to the Specified Defaults; and (iv) the Agents and Lenders are permitted immediately to accelerate the Obligations and exercise all rights and remedies available under the Loan Documents, applicable law and/or otherwise as a result of any of the Specified Defaults. For the avoidance of doubt, none of this Amendment, the availability of the Additional Term Loan Commitments or the funding by the Additional Term Loan Lenders of the Additional Term Loan

shall be construed (A) as a waiver, forbearance or standstill of any of the rights and remedies of the Agents and Lenders with respect to any of the Specified Defaults or any other Event of Default that has occurred, is continuing or may occur after the date hereof or (B) as an obligation or commitment by the Lenders to fund additional Loans after the date hereof.

(c) Acknowledgment that Liabilities Continue in Full Force and Effect. The Loans and all other liabilities and Obligations of the Loan Parties under the Financing Agreement and each other Loan Document remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery of this Amendment or by the agreements and undertakings of the parties contained herein.

(d) Acknowledgment of Perfection of Security Interest. As of the date hereof, the security interests and Liens granted to the Collateral Agent, for its benefit and the benefit of the Lenders, under the Loan Documents securing the Obligations are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Loan Documents.

7. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 6 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

8. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

9. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

10. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 6 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral (other than, for the avoidance of doubt, any failure by any Additional Term Loan Lender to make the Additional Term Loan pursuant to Section 2.01(a)(iii) of the Financing Agreement on the Amendment No. 6 Effective Date upon the effectiveness of this Amendment). Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

11. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

12. Reaffirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid, perfected, first priority (unless otherwise expressly permitted under the Loan Documents) Liens, and (b) agrees that this Amendment and all documents executed in connection herewith shall in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Loan Documents. Guarantors' Acknowledgment. Each Guarantor hereby acknowledges and agrees to this Amendment and confirms and agrees that its Guaranty (as modified and supplemented in connection with this Amendment) is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. Although the Administrative Agent has informed the Guarantors of the matters set forth above, and each Guarantor has acknowledged the same, each Guarantor understands and agrees that the Agents and the Lenders have no duty under the Financing Agreement, or any other agreement with any Guarantor, to so notify any Guarantor or to seek such an acknowledgement, and nothing contained herein is intended to or shall create such a duty as to any transaction hereafter.

14. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any material respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Sections 12.10 and 12.11 (*Consent to Jurisdiction; Services of Process and Venue;* and *Waiver of Jury Trial, Etc.*) of the Financing Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: _____
95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

GUARANTORS:

AGILETHOUGHT, INC.

DocuSigned by:
By: Manuel Senderos
46EECA854EC64B4...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By:_____
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

GUARANTORS:

AGILETHOUGHT, INC.

By:_____
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By:_____
Name:
Title:

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By:_____
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

DocuSigned by:
By: Mauricio Garduno
9CAF66D4D13C4E8...
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

DocuSigned by:

By: Mauricio Garduno
9CAF66D4D13C4E8...

Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

ANNEX A

Amended Financing Agreement

(See Attached)

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) ~~a~~an initial term loan in the aggregate principal amount of $55,000,000, ~~and~~ (b) an additional term loan in the aggregate principal amount of $4,635,490, and (c) a revolving credit facility in an aggregate principal amount not to exceed $6,000,000 at any time outstanding. The proceeds of the initial term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes, (iv) to pay fees and expenses related to this Agreement, and (v) in the case of the 2023 Incremental Revolving Loans and the Additional Term Loans, solely to the extent set forth in the applicable ~~13-Week~~Projected Daily Cash Flow ~~Forecast~~Schedule. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"13-Week Cash Flow Forecast" has the meaning specified therefor in Section 7.01(a)(xx).

"2023 Incremental Revolving Commitment" means, with respect to each 2023 Incremental Revolving Loan Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A-2) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"2023 Incremental Revolving Loan" means a loan made by a 2023 Incremental Revolving Lender to the borrower pursuant to Section 2.01(a)(~~iii~~iv).

"2023 Incremental Revolving Loan Lender" means a Lender with a 2023 Incremental Revolving Credit Commitment or a 2023 Incremental Revolving Loan.

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Parties) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Additional Term Loan" means, collectively, the loans made by the Additional Term Loan Lenders to the Borrower on the Amendment No. 6 Effective Date pursuant to Section 2.01(a)(iii).

"Additional Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Additional Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-3) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Additional Term Loan Lender" means a Lender with an Additional Term Loan Commitment or an Additional Term Loan.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the

management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"Amendment No. 1" means that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 1 Effective Date" means August 10, 2022.

"Amendment No. 4 Effective Date" means March 7, 2023.

"Amendment No. 5" means that certain Amendment No. 5 to Financing Agreement, dated as of the Amendment No. 5 Effective Date, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 5 Effective Date" means April 20, 2023

"Amendment No. 5 Forbearance Agreement" means that certain Forbearance Agreement, dated as of April 18, 2023, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto

"Amendment No. 6" means that certain Amendment No. 6 to Financing Agreement, dated as of the Amendment No. 6 Effective Date, by and among Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 6 Effective Date" means July 17, 2023

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale

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of AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term ~~Loan~~Loans (or any portion thereof), (x) with respect to any Reference Rate Loan, 8.00% per annum and (y) with respect to any SOFR Loan, 9.00% per annum.

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to Section 2.03(b)(z)) whether before or after (i) the occurrence of an Event of Default, or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Approved Independent Director" has the meaning specified therefor in Section 7.01(s)(ii).

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Reference Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a

manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blocked Account" means that certain account number 359681695656 of the Administrative Agent.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets

Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan Parties) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street

Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently

concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, "Consolidated EBITDA" for any period set forth on Schedule 1.01(D) shall be deemed equal to the amount for such period set forth on Schedule 1.01(D).

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that: (I) the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary; (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation; and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries; and (II) the following shall be added to consolidated net income (loss) of such Person only to the extent that, in calculating consolidated net income (without regard to this clause (II)) such amounts were deducted from consolidated net income: (w) the Waiver and Amendment Fee (as such term is defined in the agreement

referred to in clause (y) of the definition of Fee Letter); (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added); and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance

satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan Parties) maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in

such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other

rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section

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401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity

Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Mexican Loan Party as of the Amendment No. 1 Effective Date.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as (i) amended by that certain Amendment No. 1 to the Credit Agreement dated as of December 9, 2021, (ii) amended by that certain Amendment No. 2 to the Credit Agreement dated as of March 30, 2022, (iii) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement, (iv) amended by that certain Amendment No. 4 to the Credit Agreement dated as of August 10, 2022, (v) amended by that certain Amendment No. 5 to the Credit Agreement dated as of November 22, 2022, (vi) amended by that certain Amendment No. 6 to the Credit Agreement dated as of the Amendment No. 4 Effective Date and that certain Waiver to Credit Agreement dated as of the Amendment No. 4 Effective Date, (vii) modified by that certain Forbearance Agreement dated as of April 18, 2023, and (viii) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $1,580,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Obligor" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the

event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means, collectively, (~~x~~a) the fee letter, dated as of May 27, 2022, among the Borrower, the Lenders and the Administrative Agent, (~~y~~b) the fee letter, dated as of the Amendment No. 4 Effective Date, among the Borrower, the Lenders and the Administrative Agent ~~and~~, (~~z~~c) the fee letter, dated the Amendment No. 5 Effective Date, among the Borrower, the Lenders and the Administrative Agent and (d) the fee letter, dated the Amendment No. 6 Effective Date, among the Borrower and the Agents.

"Final Maturity Date" means the earlier of (a) January 1, 2025, and (b) May 10, 2023; provided that, this clause (b) shall not apply if (i) Requisite Shareholder Approval (as defined in the Existing Second Lien Credit Facility) has been obtained or is deemed to have been obtained, in each case, in accordance with the terms of the Existing Second Lien Credit Facility, on or prior to May 10, 2023 or (ii) the Outstanding Obligations due to the Tranche B-1 Lender and the Tranche B-2 Lender (each as defined under the Existing Second Lien Credit Facility) have been converted into Conversion Payment Shares (as defined in the Existing Second Lien Credit Facility) on or before June 15, 2023. If

any such date in this definition is not a Business Day, the immediately preceding Business Day shall be deemed to be the "Final Maturity Date" hereunder.

"Financial Advisor" has the meaning specified therefor in Section 7.01(s)(i).

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period, provided that for the purpose of calculating such ratio, the foregoing clause (a) shall exclude (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added), and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited

under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"FTI" has the meaning specified therefor in Section 7.01(v).

"Funding Losses" has the meaning specified therefor in Section 2.09.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" means either (i) the meaning specified therefor in Section 2.05(a) or (ii) a 2023 Incremental Revolving Loan.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred

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purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Initial Term Loan" means, collectively, the loans made by the Initial Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Initial Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Initial Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-1) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Initial Term Loan Lender" means a Lender with an Initial Term Loan Commitment or an Initial Term Loan.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Investment Banker" has the meaning specified therefor in Section 7.01(s)(iii).

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means ~~the~~any Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter, any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or

more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan Parties" means AgileThought Digital Solutions, S.A.P.I. de C.V. and AgileThought Mexico, S.A. de C.V.

"Mexican Pledge Agreement" means that certain Share and Equity Interest Pledge Agreement, dated as of January 6, 2023, by the Loan Parties party thereto in favor of the Collateral Agent.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable,

secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

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

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

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Parties) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Parties) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Parties), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have

been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan Parties), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan Parties) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) the Existing Earn-Out Obligations;

(m) Permitted Future Earn-Out Obligations;

(n) Subordinated Indebtedness;

(o) Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal amount not to exceed $23,000,000, plus the aggregate amount of interest on such Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) Indebtedness arising from Permitting Factoring Dispositions;

(q) the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) to the extent constituting Indebtedness, the Unpaid Taxes;

(t) PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Parties), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Parties) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Parties) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Parties), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Parties) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that, other than any Liens Securing the Obligations, in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified;

(d) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended;

(e) such extension, refinancing or modification shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being extended, refinanced or modified or, if applicable, shall be unsecured; and

(f) such extension, refinancing or modification shall not (if secured) have a Lien priority greater than such Indebtedness being extended, refinanced or modified.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan Parties),

(c) any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan Parties) to any other Subsidiary of the Borrower,

(d) Holdings to pay dividends in the form of common Equity Interests, and

(e) Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) a Lender's obligation to make the Term ~~Loan~~Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal

amount of such Lender's portion of the Term ~~Loan~~Loans and the denominator shall be the aggregate unpaid principal amount of the Term ~~Loan~~Loans, and

(c) all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term ~~Loan~~Loans, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term ~~Loan~~Loans, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to Section 7.01(a)(vii).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Projected Daily Cash Flow Schedule" has the meaning specified therefor in Section 7.01(a)(xx).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Parties) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) a Mortgage duly executed by the applicable Loan Party,

(b) evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates. For the avoidance of doubt, each party hereto agrees that, for so long as FTI is acting as the financial advisor to counsel to the Agents, FTI shall be deemed to be a Related Party of the Agents.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A-1) or Schedule 1.01(A-2) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans, including any 2023 Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan Parties in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations).

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, (a) in connection with Amendment No. 5, Amendment No. 6 and any withdrawal from the Blocked Account pursuant to Section 5.03, with respect to any Person on any such withdrawal date, that on such date, (i) the fair ~~value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the fair~~ salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (~~iii~~ii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business other than ~~the~~any debts subject to forbearance ~~and~~, current balances in accounts payable disclosed to such Person's lenders (or such lenders' agent) (the "Lender Parties") and certain tax liabilities disclosed to the Lender Parties prior to the Amendment No. 6 Effective Date, (~~iv~~iii) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature except as set forth in the most recent 13 ~~week cash flow~~-Week Cash Flow Forecast disclosed to the Lender Parties, and (~~v~~iv) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital and (b) otherwise, with respect to any Person on a particular date, that on such date, (i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Specified Default" (a) prior to the Amendment No. 6 Effective Date, has the meaning specified therefor in the Amendment No. 5 Forbearance Agreement and (b) on and after the Amendment No. 6 Effective Date, has the meaning specified therefor in Amendment No. 6.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of the Loan Parties (including, for the avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the ~~loans made by the~~Initial Term Loan ~~Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii)~~and the Additional Term Loan.

"Term Loan Commitment" means, ~~with respect to each Lender, the commitment of such Lender to make the Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-1) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.~~collectively, the Initial Term Loan Commitment and the Additional Term Loan Commitment.

"Term Loan ~~Lender" means a Lender with a~~Lenders" means, collectively, the Initial Term Loan ~~Commitment or a~~Lenders and the Additional Term Loan Lenders.

"Term Loan Obligations" means any Obligations with respect to the Term ~~Loan~~Loans (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Additional Term Loan Commitment" means the sum of the amounts of the Lenders' Additional Term Loan Commitments.

"Total Initial Term Loan Commitment" means the sum of the amounts of the Lenders' Initial Term Loan Commitments.

"Total Term Loan Commitment" means, collectively, the Total Initial Term Loan Commitment and the Total Additional Term Loan Commitment.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in Section 1.04.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash, Cash Equivalents and any Indebtedness owing to such Person or any of its Subsidiaries by Affiliates of such Person), minus (b) the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires

otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01, Section 7.02 and Section 7.03, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for

such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 842 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied, (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Holdings and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

Section 1.06 Obligation to Make Payments in Dollars. All payments to be made by any Loan Party of principal, interest, fees and other Obligations under any Loan Document shall be made in Dollars in same day funds, and no obligation of any Loan Party to make any such payment shall be discharged or satisfied by any payment other than payments made in Dollars in same day funds.

ARTICLE II

THE LOANS

Section 2.01 Commitments. (a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth:

(i) other than as set forth in clause (iii) below with respect to the 2023 Incremental Revolving Loans, each Revolving Loan Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time during the term of this Agreement, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment;

(ii) each Initial Term Loan Lender severally agrees to make the Initial Term Loan to the Borrower on the Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Initial Term Loan Commitment; ~~and~~

(iii) each Additional Term Loan Lender severally agrees to make the Additional Term Loan to the Borrower on the Amendment No. 6 Effective Date, in an aggregate principal amount not to exceed the amount of such Lender's Additional Term Loan Commitment; and

(iv) ~~(iii)~~ each 2023 Incremental Revolving Loan Lender severally agrees to make 2023 Incremental Revolving Loans to the Borrower at any time and from time to time on or after the Amendment No. 5 Effective Date, in an aggregate principal amount ~~of 2023 Incremental Revolving Loans at any time outstanding~~ not to exceed the amount of such Lender's 2023 Incremental Revolving Credit Commitment.

No portion of any Loan will be funded (initially or through participation, assignment, transfer or securitization) with plan assets of any plan covered by ERISA or Section 4975 of the Internal Revenue Code if it would cause the Borrower or any Guarantor to incur any prohibited transaction excise tax penalties under Section 4975 of the Internal Revenue Code.

(b) Notwithstanding the foregoing:

(i) The aggregate principal amount of Revolving Loans (excluding any capitalized interest pursuant to Section 4.01(a)(ii)) outstanding at any time to the Borrower shall not exceed the Total Revolving Credit Commitment. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow, the Revolving Loans on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein. No Revolving Loans shall be advanced on the Effective Date.

(ii) The aggregate principal amount of the Initial Term Loan made on the Effective Date shall not exceed the Total Initial Term Loan Commitment. Any principal amount of the Initial Term Loan which is repaid or prepaid may not be reborrowed.

(iii) The aggregate principal amount of the Additional Term Loan made on the Amendment No. 6 Effective Date shall not exceed the Total Additional Term Loan Commitment. Any principal amount of the Additional Term Loan which is repaid or prepaid may not be reborrowed.

(iv) ~~(iii)~~ The 2023 Incremental Revolving Loans shall be made as a single borrowing funded to the Blocked Account on the applicable funding date, subject to the satisfaction of the conditions precedent set forth in Section 5.03. Any 2023 Incremental Revolving Loan repaid or

prepaid to the Administrative Agent for the account of each 2023 Incremental Revolving Loan Lender may not be reborrowed.

Section 2.02 Making the Loans. (a) The Borrower shall give the Administrative Agent prior notice in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing") or such other form approved by the Administrative Agent, not later than 12:00 noon (New York City time) on the date which is (i) in the case of the Initial Term Loan, three (3) Business Days prior to the Effective Date, (ii) three (3) Business Days prior to the date of the proposed Revolving Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed Loan), ~~or~~ (iii) in the case of the Additional Term Loan, the Amendment No. 6 Effective Date, or (iv) in the case of any 2023 Incremental Revolving Loan, in accordance with Section 5.03(c)(iii). Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, and, with respect to any 2023 Incremental Revolving Loan, shall be $3,000,000, (ii) whether such Loan is requested to be a Revolving Loan, the Initial Term Loan or the Additional Term Loan, (iii) whether the Loan is requested to be a Reference Rate Loan or a SOFR Loan, (iv) the use of the proceeds of such proposed Loan, (v) Borrower's account wiring instructions (which, in the case of the 2023 Incremental Revolving Loan, shall be the Blocked Account wiring instructions), and (vi) the proposed borrowing date, which must be a Business Day, ~~and,~~ with respect to the Initial Term Loan, must be the Effective Date and, with respect to the Additional Term Loan, must be the Amendment No. 6 Effective Date. The Administrative Agent and the Lenders may act without liability upon the basis of written notice believed by the Administrative Agent in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Administrative Agent). The Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrower until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $500,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment or the Total Term Loan Commitment, as the case may be, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Revolving Loan Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in Section 2.02(d); provided, however, that (A) the Administrative Agent shall in no

event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Collateral Agent or the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (B) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Revolving Loan Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Revolving Loan Lender of the specifics of the requested Revolving Loan and that it will not fund the requested Revolving Loan on behalf of the Revolving Loan Lenders. If the Administrative Agent notifies the Revolving Loan Lenders that it will not fund a requested Revolving Loan on behalf of the Revolving Loan Lenders, each Revolving Loan Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Accounts no later than 3:00 p.m. (New York City time) (provided that the Administrative Agent requests payment from such Revolving Loan Lender not later than 1:00 p.m. (New York City time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Accounts or the amount funded by the Administrative Agent on behalf of the Revolving Loan Lenders to be wired to an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Revolving Loan Lenders that the Administrative Agent, on behalf of the Revolving Loan Lenders, will not fund a particular Revolving Loan pursuant to Section 2.02(c)(ii), the Administrative Agent may assume that each such Revolving Loan Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Revolving Loan Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this Section 2.02(c) shall be deemed to relieve any Revolving Loan Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to Section 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a "Settlement Period"), the Administrative Agent shall notify each Revolving Loan Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Revolving Loan Lender's initial funding), each Revolving Loan Lender shall promptly (and in any event not later than 2:00 p.m. (New York City time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (New York City time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Revolving Loan Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Revolving Loan Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Revolving Loan Lender, sufficient funds to adjust the interests of the Revolving Loan Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Revolving Loan Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Revolving Loan Lender under this Section 2.02(d) shall be absolute and unconditional. Each Revolving Loan Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Revolving Loan Lender.

(ii) In the event that any Revolving Loan Lender fails to make any payment required to be made by it pursuant to Section 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Revolving Loan Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate. During the period in which such Revolving Loan Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Revolving Loan Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this Section 2.02(d)(ii) shall be deemed to relieve any Revolving Loan Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Revolving Loan Lender as a result of any default by such Revolving Loan Lender hereunder.

Section 2.03 Repayment of Loans; Evidence of Debt. (a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date or, if earlier, on the date on which they are declared due and payable pursuant to the terms of this Agreement.

(b) The outstanding principal amount of the Term ~~Loan~~Loans shall be repayable (w) in an aggregate amount equal to $15,000,000 on or prior to April 15, 2023, (x) in an aggregate amount equal to $20,000,000 (inclusive of the amount specified in clause (w)) on or prior to June 15, 2023; (y) in an aggregate amount equal to $25,000,000 (inclusive of the amounts specified in clauses (w) and (x)) on or prior to September 15, 2023; and (z) in consecutive quarterly installments on the last Business Day of each fiscal quarter of Holdings and its Subsidiaries starting with the fiscal quarter ending December 31, 2023, each in an amount equal to $687,500.00; provided, however, that the last such installment of principal required to be repaid in accordance with clause (z) above shall be in the amount necessary to repay in full the unpaid principal amount of the Term Loan. The outstanding unpaid principal amount of the Term Loan, and all accrued and unpaid interest thereon, together with all other Obligations, shall be due and payable on the earliest of (i) the termination of the Total Revolving Credit Commitment, (ii) the Final Maturity Date, and (iii) the date on which the Term ~~Loan is~~Loans are declared due and payable pursuant to the terms of this Agreement.

(c) Each Lender shall maintain, in accordance with its usual practice, an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the payee named therein (or to such payee and its registered assigns).

Section 2.04 Interest.

(a) Revolving Loans. Subject to the terms of this Agreement, ~~at the option of the Borrower~~unless the Lenders shall otherwise agree (in their sole discretion), each Revolving Loan shall be ~~either~~ a Reference Rate ~~Loan or a SOFR~~ Loan. Each Revolving Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each Revolving Loan that is a SOFR Loan shall bear interest on the principal amount thereof from time to time

outstanding, from the date of such Loan until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(b) Term Loan. Subject to the terms of this Agreement, ~~at the option of the Borrower~~unless the Lenders shall otherwise agree (in their sole discretion), the Term ~~Loan~~Loans or any portion thereof shall be ~~either~~ a Reference Rate ~~Loan or a SOFR~~ Loan. Each portion of the Term ~~Loan~~Loans that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term ~~Loan~~Loans until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin, and each portion of the Term ~~Loan~~Loans that is a SOFR Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Term ~~Loan~~Loans until repaid, at a rate per annum equal to Adjusted Term SOFR plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate. For the avoidance of doubt, all Term Loans shall bear interest at a rate per annum equal at all times to the Post-Default Rate unless and until all Specified Defaults have been cured or waived in accordance with the terms hereof and no other Events of Default have occurred and are continuing.

(d) Interest Payment. Interest on each Loan shall be payable (i) in the case of a Reference Rate Loan, monthly, in arrears, on the last Business Day of each month, commencing on the last Business Day of the month following the month in which such Loan is made, (ii) in the case of a SOFR Loan, on the last day of the then effective Interest Period applicable to such Loan, and (iii) in the case of each Loan, at maturity (whether upon demand, by acceleration or otherwise). Interest at the Post-Default Rate shall be payable on demand. The Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may in its sole discretion, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder. Notwithstanding the foregoing, any interest payment (including at the Post-Default Rate) due hereunder shall be payable in full in cash when such interest payment is due unless the Required Lenders, in their sole discretion, have determined that such payments shall instead be capitalized and added to the principal balance of the Term ~~Loan~~Loans or Revolving Loan (as applicable) following notice thereof to the Borrower (it being understood and agreed that the application to the principal balance of such Obligations at any time does not constitute a waiver of any Default or Event of Default arising as a result of the Loan Parties' failure to pay such interest in cash).

(e) General. All interest shall be computed on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed. For the avoidance of doubt, no date of payment shall be included in any computation.

Section 2.05 Increase in Revolving Credit Commitment.

(a) The Borrower may request an increase in Revolving Credit Commitments from the existing Revolving Loan Lenders from time to time upon not less than 15 days' written notice to Administrative Agent and the Revolving Loan Lenders, as long as (i) the requested increase is offered on the same terms as the existing Revolving Credit Commitments, (ii) such new Revolving Credit

Commitments shall be available at any time prior to the Final Maturity Date, (iii) the Revolving Loan made pursuant to such Revolving Credit Commitments are used for the general corporate purposes of the Borrower (including in connection with Permitted Acquisitions), and (iv) the Administrative Agent and the Revolving Loan Lenders consent in their sole discretion to such increase at the time of the request thereof (any Revolving Loans extended pursuant to this Section 2.05, "Incremental Revolving Loans").

(b) Upon satisfaction of the criteria set forth in Section 2.05(a), Administrative Agent shall promptly notify the existing Revolving Loan Lenders of the requested increase and, within 3 Business Days thereafter, each existing Revolving Loan Lender shall notify Administrative Agent in writing if and to what extent such existing Revolving Loan Lenders commits to increase its Revolving Credit Commitment. Any existing Revolving Loan Lenders not responding within such period shall be deemed to have declined an increase. For the avoidance of doubt, no existing Revolving Loan Lender shall be obligated to participate in any extension of Incremental Revolving Loans. All such increased Revolving Credit Commitments among committing Revolving Loan Lenders in connection with Incremental Revolving Loans shall be allocated on a pro rata basis (in accordance with such Revolving Loan Lenders Pro Rata Shares of the current Revolving Credit Commitments) between such participating Revolving Loan Lenders (or on such other basis as the participating Revolving Loan Lenders agree in their sole discretion). The Total Revolving Credit Commitment shall be increased by the requested amount (or such lesser amount committed) on a date agreed upon by Administrative Agent, the participating Revolving Loan Lenders and the Borrower and all such Incremental Revolving Loans made shall be deemed a "Revolving Loan" hereunder. The Administrative Agent, the Borrower, and the existing Revolving Loan Lenders making new Revolving Loans shall execute and deliver such customary documents and agreements as Administrative Agent deems reasonably appropriate to evidence the increase in and allocations of Revolving Credit Commitments. On the effective date of any such increase, the outstanding Revolving Loans and other exposures under the Revolving Credit Commitments shall be reallocated among Revolving Loan Lenders, and settled by Administrative Agent as necessary, in accordance with Revolving Loan Lenders' adjusted shares of such Revolving Credit Commitments.

Section 2.06 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitments.

(i) Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, and (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $1,000,000 (or by the full amount of the Total Revolving Credit Commitment in effect immediately prior to such reduction if such amount at that time is less than $1,000,000), (2) made by providing prior to 5:00 p.m. New York City time, not less than five (5) Business Days' prior written notice to the Administrative Agent, (3) irrevocable and (4) accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(ii) Term ~~Loan~~Loans. (A) The Total Initial Term Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Effective Date~~.~~ and (B) the Total Additional Term

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Loan Commitment shall terminate at 5:00 p.m. (New York City time) on the Amendment No. 6 Effective Date.

(b) Optional Prepayment.

(i) Revolving Loans. The Borrower may, at any time and from time to time, upon written notice delivered by 5:00 p.m. New York City time, ten Business Days~~'~~ prior to the proposed prepayment date, prepay the principal of any Revolving Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(i) in connection with a reduction of the Total Revolving Credit Commitment pursuant to Section 2.06(a)(i) above shall be accompanied by the payment of the Applicable Premium, if any, payable in connection with such reduction of the Total Revolving Credit Commitment.

(ii) Term Loan. The Borrower may, at any time and from time to time, by 5:00 p.m. (New York City time) upon at least five (5) Business Days' prior written notice to the Administrative Agent, prepay the principal of the Term Loan, in whole or in part. Each prepayment made pursuant to this Section 2.06(b)(ii) shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid and (B) the Applicable Premium, if any, payable in connection with such prepayment of the Term Loan. Each such prepayment shall be applied against the remaining installments of principal due on the Term ~~Loan~~Loans in the inverse order of maturity.

(iii) Termination of Agreement. The Borrower may, upon at least 30 days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in full in cash, the Obligations, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement. If the Borrower has sent a notice of termination pursuant to this Section 2.06(b)(iii), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrower shall be obligated to repay the Obligations, in full in cash, plus the Applicable Premium, if any, payable in connection with such termination of this Agreement on the date set forth as the date of termination of this Agreement in such notice.

(c) Mandatory Prepayment.

(i) Within three (3) Business Days after the delivery to the Agents and the Lenders of audited annual financial statements pursuant to Section 7.01(a)(iii), commencing with the delivery to the Agents and the Lenders of the financial statements for the Fiscal Year ended December 31, 2022 or, if such financial statements are not delivered to the Agents and the Lenders on the date such statements are required to be delivered pursuant to Section 7.01(a)(iii), by the date three (3) Business Days after the date such statements are required to be delivered to the Agents and the Lenders pursuant to Section 7.01(a)(iii), the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to the result of (to the extent positive) (1) ECF Percentage of Holdings and its Subsidiaries for such Fiscal Year minus (2) the aggregate principal amount of all payments made by the Borrower pursuant to Section 2.06(b) for such Fiscal Year (in the case of payments made by the Borrower pursuant to Section 2.06(b)(i), only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments).

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (g), (h) or (j) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrower shall prepay the outstanding principal amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net

Cash Proceeds received by such Person in connection with such Disposition to the extent that the aggregate amount of Net Cash Proceeds received by all Loan Parties and their Subsidiaries (and not paid to the Administrative Agent as a prepayment of the Loans) shall exceed for all such Dispositions $250,000 in any Fiscal Year. Nothing contained in this Section 2.06(c)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Immediately upon the receipt of Net Cash Proceeds (A) from the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith or (B) upon an Equity Issuance (other than any Excluded Equity Issuances), the Borrower shall prepay the outstanding amount of the Loans in accordance with Section 2.06(d) in an amount equal to 25% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.06(c)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Immediately upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) Immediately upon receipt by the Borrower of the proceeds of any Permitted Cure Equity pursuant to Section 9.02, the Borrower shall prepay the outstanding principal of the Loans in accordance with Section 2.06(d) in an amount equal to 100% of such proceeds.

(vi) Notwithstanding the foregoing, with respect to Net Cash Proceeds received by any Loan Party or any of its Subsidiaries in connection with a Disposition or the receipt of Extraordinary Receipts consisting of insurance proceeds or condemnation awards that are required to be used to prepay the Obligations pursuant to Section 2.06(c)(ii) or Section 2.06(c)(iv), as the case may be, up to $250,000 in the aggregate in any Fiscal Year of the Net Cash Proceeds from all such Dispositions and Extraordinary Receipts shall not be required to be so used to prepay the Obligations to the extent that such Net Cash Proceeds are used to replace, repair or restore properties or assets (other than current assets) used in such Person's business, provided that, (A) no Default or Event of Default has occurred and is continuing on the date such Person receives such Net Cash Proceeds, (B) the Borrower delivers a certificate to the Administrative Agent within five (5) days after such Disposition or loss, destruction or taking, as the case may be, stating that such Net Cash Proceeds shall be used to replace, repair or restore properties or assets used in such Person's business within a period specified in such certificate not to exceed 120 days after the date of receipt of such Net Cash Proceeds (which certificate shall set forth estimates of the Net Cash Proceeds to be so expended); provided that such Net Cash Proceeds shall actually be reinvested within an additional 90 days thereafter, (C) such Net Cash Proceeds are deposited in an account subject to a Control Agreement, and (D) upon the earlier of (1) the expiration of the period specified in the relevant certificate furnished to the Administrative Agent pursuant to clause (B) above or (2) the occurrence of a Default or an Event of Default, such Net Cash Proceeds, if not theretofore so used, shall be used to prepay the Obligations in accordance with Section 2.06(c)(ii) or Section 2.06(c)(iv) as applicable

(vii) At any time prior to the date when all of the Additional Term Loan and 2023 Incremental Revolving Loans have been voluntarily repaid in full in cash and the 2023 Incremental

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Revolving Commitments have been voluntarily terminated, when the aggregate amount of cash of the Loan Parties exceeds $2,000,000 for two (2) consecutive Business Days, the Borrower shall deposit ~~(~~on ~~the third day (or, if not a Business Day,~~ the next succeeding Business Day~~)~~ such excess amount, but only to the extent that the balance in the Blocked Account would not exceed $~~3,000,000~~7,635,490.

(d) Application of Payments. Each prepayment pursuant to subsections (c)(i), (c)(ii), (c)(iii), (c)(iv) and (c)(v) above shall be applied, first, to the Term Loan, until paid in full, and second, to the Revolving Loans (with a corresponding permanent reduction in the Revolving Credit Commitments), until paid in full in cash. Each such prepayment of the Term ~~Loan~~Loans shall be applied against the remaining installments of principal of the Term ~~Loan~~Loans in the inverse order of maturity. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.06(c) shall be applied in the manner set forth in Section 4.03(b).

(e) Interest and Fees. Any prepayment made pursuant to this Section 2.06 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment, (ii) any Funding Losses payable pursuant to Section 2.09, (iii) the Applicable Premium, if any, payable in connection with such prepayment of the Loans to the extent required under Section 2.07(c) and (iv) if such prepayment would reduce the amount of the outstanding Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.07.

(f) Cumulative Prepayments. Except as otherwise expressly provided in this Section 2.06, payments with respect to any subsection of this Section 2.06 are in addition to payments made or required to be made under any other subsection of this Section 2.06.

(g) Waivable Mandatory Prepayments. Anything contained herein to the contrary notwithstanding, in the event that the Borrower are required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Loans pursuant to Section 2.06(c), not less than 12:00 noon (New York City time) two (2) Business Days prior to the date on which the Borrower are required to make such Waivable Mandatory Prepayment (the "Required Prepayment Date"), the Borrower shall notify the Administrative Agent in writing of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender of the amount of such Lender's Pro Rata Share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Borrower and the Administrative Agent of its election to do so on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date (it being understood that any Lender that does not notify the Borrower and the Administrative Agent of its election to exercise such option on or before 12:00 noon (New York City time) one Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment, which amount shall be applied (i) in an amount equal to that portion of the Waivable Mandatory Prepayment payable to those Lenders that have elected not to exercise such option, to prepay the Loans of such Lenders (which prepayment shall be applied to prepay the outstanding principal amount of the Obligations in accordance with Section 2.06(d)) and (ii) to the extent of any excess, to the Borrower for working capital and general corporate purposes.

Section 2.07 Fees.

(a) [Reserved].

(b) Unused Line Fee. The Borrower agrees to pay to the Administrative Agent an unused line fee (the "Unused Line Fee") for the account of each Revolving Loan Lender, which shall accrue at a rate per annum equal to 2% on the amount of the undrawn portion of the Revolving Credit Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Lenders' Revolving Credit Commitments terminate. The Unused Line Fee shall accrue through and including the last day of March, June, September and December of each year shall be due and payable in arrears on ~~the~~ such last day and on the date on which the Revolving Credit Commitments terminate, commencing on the first such date to occur after the date hereof.

(c) Applicable Premium.

(i) Upon the occurrence of an Applicable Premium Trigger Event, the Borrower shall pay to the Administrative Agent, for the account of the Lenders in accordance with their Pro Rata Shares, the Applicable Premium.

(ii) Any Applicable Premium payable in accordance with this Section 2.07(c) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the Applicable Premium Trigger Event and the Loan Parties agree that it is reasonable under the circumstances currently existing. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY ACCELERATION.

(iii) The Loan Parties expressly agree that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium; (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph; (E) their agreement to pay the Applicable Premium is a material inducement to Lenders to provide the Commitments and make the Loans, and (F) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Agents and the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Agents and the Lenders or profits lost by the Agents and the Lenders as a result of such Applicable Premium Trigger Event.

(iv) Nothing contained in this Section 2.07(c) shall permit any prepayment of the Loans or reduction of the Commitments not otherwise permitted by the terms of this Agreement or any other Loan Document.

(d) Audit and Collateral Monitoring Fees. The Borrower acknowledges that pursuant to Section 7.01(f), representatives of the Agents may, upon reasonable advance notice, visit any or all of the Loan Parties and/or conduct inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations of any or all of the Loan Parties at any reasonable time and from time to time. The Borrower agrees to pay (i) $1,500 per day per examiner plus the

examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations and (ii) the cost of all visits, inspections, audits, physical counts, valuations, appraisals, environmental site assessments and/or examinations conducted by a third party on behalf of the Agents).

(e) Fee Letter. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

Section 2.08 SOFR Option.

(a) The Borrower may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon Adjusted Term SOFR (the "SOFR Option") by notifying the Administrative Agent in writing prior to 11:00 a.m. (New York City time) at least three (3) Business Days prior to (i) the proposed borrowing date of a Loan (as provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a SOFR Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a SOFR Loan as a SOFR Loan, the last day of the then current Interest Period (the "SOFR Deadline"). Notice of the Borrower's election of the SOFR Option for a permitted portion of the Loans pursuant to this Section 2.08(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in accordance with Section 2.02 or (B) a notice in writing, in substantially the form of Exhibit D hereto (a "SOFR Notice") prior to the SOFR Deadline. Promptly upon its receipt of each such SOFR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each SOFR Notice shall be irrevocable and binding on the Borrower.

(b) Interest on SOFR Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrower properly have exercised the SOFR Option with respect thereto, the interest rate applicable to such SOFR Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a Default or an Event of Default has occurred and is continuing, the Borrower no longer shall have the option to request that any portion of the Loans bear interest at Adjusted Term SOFR and the Administrative Agent shall have the right (but not the obligation) to convert the interest rate on all outstanding SOFR Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder on the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrower (i) shall have not more than three (3) SOFR Loans in effect at any given time, and (ii) only may exercise the SOFR Option for SOFR Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrower may prepay SOFR Loans at any time; provided, however, that in the event that SOFR Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.06(c) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrower shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.09.

(e) [Reserved].

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Required Lenders may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. The parties shall use commercially reasonable efforts to satisfy any applicable IRS guidance, including Treasury Regulation Section 1.1001-6 and any future guidance, to the effect that the implementation of a Benchmark Replacement will not result in a deemed exchange for U.S. federal income tax purposes of any Loan under this Agreement for U.S. federal income tax purposes.

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

(h) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by the Administrative Agent and the Required Lenders pursuant to this Section 2.08, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document.

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

(j) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Reference Rate Loans.

Section 2.09 Funding Losses. In connection with each SOFR Loan, the Borrower shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.06(c)), (b) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any Notice of Borrowing or SOFR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such SOFR Loan had such event not occurred, at Adjusted Term SOFR that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor), minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.09) shall be conclusive absent manifest error.

Section 2.10 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any and all Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of any Withholding Agent) requires the deduction or withholding of any Taxes from or in respect of any such payment, (i) the applicable Withholding Agent shall make such deduction or withholding, (ii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional Amount") necessary such that after making such deduction or withholding (including deductions and with Holdings applicable to Additional Amount payable under this Section 2.10) the applicable Recipient receives the amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition, each Loan Party shall pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes by any Secured Party.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes (including, without limitation, Indemnified Taxes imposed on any amounts payable under this Section 2.10) paid or payable by such Secured Party or required to be withheld or deducted from a payment to such Secured Party and any expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Indemnified Taxes. A certificate as to the amount of such payment or liability delivered to the Borrower

by a Secured Party (with a copy to the Administrative Agent) or on behalf of another Secured Party shall be conclusive absent manifest error.

(d) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

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

(B) any Lender that is not a U.S. Person (a "Foreign Lender") shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

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

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit 2.09(d)-1 hereto to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code,

or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-2 or Exhibit 2.09(d)-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.09(d)-4 on behalf of each such direct and indirect partner;

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

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

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

(e) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.07(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent

manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.10 (including by the payment of Additional Amounts pursuant to this Section 2.10), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.10 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(h) Promptly after any payment of Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 2.10, the Loan Parties shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

Section 2.11 Increased Costs and Reduced Return. (a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender (except for (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law either (i) affects or would affect the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party, and such Secured Party determines that the amount of such capital is increased as a direct or indirect consequence of any Loans made or maintained, such Secured Party's or such other controlling Person's other obligations hereunder, or (ii) has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such circumstances as a consequence of any Loans made or maintained, or any agreement to make Loans, or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then, upon demand by such Secured Party, the Borrower shall pay to such Secured Party from time to time such additional amounts as will compensate such Secured Party for such cost of maintaining such increased capital or such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) All amounts payable under this Section 2.11 shall bear interest from the date that is 10 days after the date of demand by any Secured Party until payment in full to such Secured Party at the Reference Rate. A certificate of such Secured Party claiming compensation under this Section 2.11, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.11, and shall be final and conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 2.11 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.12 Changes in Law; Impracticability or Illegality.

(a) Adjusted Term SOFR may be adjusted by the Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including changes in tax laws (except to the extent such changes result in the Lender becoming liable for Indemnified Taxes or Excluded Taxes) and changes in the reserve requirements imposed by the Board of Governors of the Federal Reserve System (or any successor), which additional or increased costs would increase the cost of funding loans bearing interest at Adjusted Term SOFR. In any such event, the affected Lender shall give the Borrower and the Administrative Agent notice of such a determination and adjustment and the Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, the Borrower may, by notice to such affected Lender (i) require such Lender to furnish to the Borrower a statement setting forth the basis for adjusting

such Adjusted Term SOFR and the method for determining the amount of such adjustment, or (ii) repay the SOFR Loans with respect to which such adjustment is made (together with any amounts due under Section 2.10).

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Adjusted Term SOFR, such Lender shall give notice of such changed circumstances to the Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrower shall not be entitled to elect the SOFR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.12 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS

Section 4.01 Payments; Computations and Statements. (a) The Borrower will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Accounts. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day, may, in the Administrative Agent's sole discretion, be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may in its sole discretion, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Notwithstanding anything to the contrary contained in ~~Section 2.01(b)(i) or~~ this Agreement, each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 or Section 5.03 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Revolving Loan Lenders to the Borrower funded by the Administrative Agent on behalf of the Revolving Loan

Lenders and subject to Section 2.02 of this Agreement; provided that, upon the receipt of written consent from the Required Lenders, any amount charged to the Loan Account of the Borrower for interest due and payable, (i) in the case of interest payable on any Term Loans, shall be added to the principal amount of such Term Loans by capitalizing such interest amount and adding such capitalized amount to the outstanding principal amount of such Term Loans and (ii) in the case of interest payable on any Revolving Loans, shall be added to the principal amount of such Revolving Loans by capitalizing such interest amount and adding such capitalized amount to the outstanding principal amount of such Revolving Loans. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrower with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) If requested, the Administrative Agent shall provide the Borrower, after the end of a calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Loans to the Borrower during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrower during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender and any payment of an amendment, consent or waiver fee to consenting Lenders pursuant to an effective amendment, consent or waiver with respect to this Agreement), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this

Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.07 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all payments in respect of any Obligations, including without limitation, all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, to pay interest then due and payable in respect of the Collateral Agent Advances until paid in full; (iii) third, to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Revolving Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Revolving Loan Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Revolving Loans until paid in full; (vi) sixth, ratably to pay principal of the Revolving Loans until paid in full; (vii) seventh, ratably to pay the Term Loan Obligations in respect of any fees (other than any Applicable Premium), expense reimbursements, indemnities and other amounts then due and payable to the Term Loan Lenders until paid in full; (viii) eighth, ratably to pay interest then due and payable in respect of the Term ~~Loan~~Loans until paid in full; (ix) ninth, ratably to pay principal of the Term ~~Loan~~Loans until paid in full; (x) tenth, ratably to pay the Obligations in respect of any Applicable Premium then due and payable to the Lenders until paid in full; and (xi) eleventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by the Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders) or, if so directed by the Borrower and if no Default or Event of Default has occurred and is continuing (and to the extent such Defaulting Lender's Loans were not funded by the other Lenders), retain the same to be re-advanced to the Borrower as if such Defaulting Lender had made such Loans to the Borrower. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrower for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Administrative Agent to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by the Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrower shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Effective Date") when each of the following conditions precedent shall have been satisfied in a manner satisfactory to the Agents:

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the Effective Date all fees, costs, expenses and taxes then due and payable pursuant to Section 2.07 and Section 12.04.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the Effective Date are true and correct on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date) and (ii) no Default or Event of Default shall have occurred and be continuing on the Effective Date or would result from this Agreement or the other Loan Documents becoming effective in accordance with its or their respective terms.

(c) Legality. The making of the Loans on the Effective Date shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) the Security Agreement;

(ii) a UCC Filing Authorization Letter, together with evidence satisfactory to the Collateral Agent of the filing of appropriate financing statements on form UCC-1, in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Agreement;

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, (x) which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent) or (y) shall be accompanied by evidence reasonably satisfactory to the Collateral Agent that the Liens indicated in all such financing statements and other filings (or similar document) have been released or will be released on the Effective Date concurrently with the funding of the Loans hereunder;

(iv) a Perfection Certificate;

(v) the Disbursement Letter;

(vi) the Fee Letter;

(vii) the Intercompany Subordination Agreement;

(viii) the Intercreditor Agreement, the AGS Subordination Agreement and the Exitus Subordination Agreement;

(ix) [Reserved];

(x) [Reserved];

(xi) the management rights letter, dated as of the date hereof, among the Loan Parties and the Agents, as amended, amended and restated, supplemented or otherwise modified from time to time (the "VCOC Management Rights Agreement");

(xii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document (or applicable equivalent) of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of the Borrower, including, without limitation, Notices of Borrowing, SOFR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers and (D) as to the matters set forth in Section 5.01(b), 5.01(c), 5.01(e), 5.01(f), 5.01(j) and 5.01(k);

(xiii) a certificate of the chief financial officer of Holdings (A) setting forth in reasonable detail the calculations required to establish compliance, on a pro forma basis after giving effect to the Loans, with each of the financial covenants contained in Section 7.03 (as if the covenants applicable to the fiscal month ending April 30, 2022 applied on the Effective Date), (B) certifying that all United States federal and other material tax returns required to be filed by the Loan Parties have been filed and all taxes (other than the Unpaid Taxes) upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, (C) attaching a copy of the Financial Statements and the Projections described in Section 6.01(g)(ii) hereof and certifying as to the compliance with the representations and warranties set forth in Section 6.01(g)(i) and Section 6.01(g)(ii) and (D) certifying that after giving effect to all Loans to be made on the Effective Date, all liabilities of the Loan Parties (other than any accounts payable that are past due and expressly permitted pursuant to Section 7.02(s)) are current;

(xiv) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties, that the Loan Parties (on a consolidated basis), after giving effect to the Loans made on the Effective Date, are Solvent;

(xv) a certificate of an Authorized Officer of the Borrower certifying that (A) the attached copies of the Material Contracts as in effect on the Effective Date are true, complete and correct copies thereof and (B) such agreements remain in full force and effect and that none of the Loan Parties has breached or defaulted in any of its obligations under such agreements;

(xvi) a certificate of the appropriate official(s) of the jurisdiction of organization and, except to the extent such failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, each jurisdiction of foreign qualification of each Loan Party, certifying as of a recent date not more than 30 days prior to the Effective Date as to the subsistence in good standing of, and the payment of Taxes by, such Loan Party in such jurisdictions;

(xvii) an opinion of (i) Mayer Brown LLP, New York, Delaware and California counsel to the Loan Parties, and (ii) Carlton Fields, P.A., Florida counsel to the Loan Parties, as to such matters as the Collateral Agent may reasonably request;

(xviii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement and each Mortgage and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, together with evidence of the payment of all premiums due in respect thereof for such period as the Collateral Agent may request; and

(xix) evidence of the payment in full of all Indebtedness under the Existing First Lien Credit Facility (other than the Deferred Monroe Fees), together with (A) a termination and release agreement with respect to the Existing First Lien Credit Facility and all related documents, duly executed by the Loan Parties and the Existing First Lien Lenders, (B) a termination of security interest in Intellectual Property for each assignment for security recorded by the Existing First Lien Lenders at the United States Patent and Trademark Office or the United States Copyright Office and covering any intellectual property of the Loan Parties, and (C) UCC-3 termination statements for all UCC-1 financing statements filed by the Existing Lenders and covering any portion of the Collateral.

(e) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development shall have occurred since December 31, 2021 which could reasonably be expected to have a Material Adverse Effect.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans, or the conduct of the Loan Parties' business, or the consummation of any of the underlying transactions shall have been obtained and shall be in full force and effect.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of the initial Loans and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Collateral Agent and its counsel, and the Collateral Agent and such counsel shall have received all such information

and such counterpart originals or certified or other copies of such documents as the Collateral Agent or such counsel may reasonably request.

(h) Management Reference Checks. The Collateral Agent shall have received satisfactory reference checks for, and shall have had an opportunity to meet with, key management of each Loan Party.

(i) [Reserved].

(j) Security Interests. The Loan Documents shall create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject only to Permitted Liens).

(k) Litigation. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or threatened in any court or before any arbitrator or Governmental Authority which relates to the Loans or which, in the opinion of the Collateral Agent, is reasonably likely to be adversely determined, and that, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

(l) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(m) Patriot Act Compliance. The Administrative Agent shall have received, at least two (2) Business Days prior to the Effective Date, a duly executed IRS Form W-9 (or other applicable tax form) of Holdings and the Borrower, and all documentation and other information with respect to the Loan Parties required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act, that has been reasonably requested in writing by the Administrative Agent at least three (3) Business Days prior to the Effective Date.

(n) Meeting with Management. The Agents shall have had a meeting at Holdings' corporate offices (or at such other location as may be agreed to by the Borrower and the Agents) at such time as may be agreed to by the Borrower and the Agents to discuss the financial condition and results of operation of Holdings and its Subsidiaries.

Section 5.02 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Effective Date is subject to the fulfillment, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrower's acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct on and as of such date as though made on and as of such date,

except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.02 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(e) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received such other agreements, instruments, approvals, opinions and other documents, each in form and substance satisfactory to the Agents, as any Agent may reasonably request.

Section 5.03 Conditions Precedent to Withdrawals From Blocked Account. The Borrower may request a withdrawal of any amounts on deposit in the Blocked Account subject to the fulfillment, in a manner satisfactory to the Administrative Agent in its sole discretion, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrower shall have paid (or shall, with the proceeds of such withdrawal, pay) all fees, costs, expenses and material taxes then payable by the Borrower pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.07 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a request for each withdrawal from the Blocked Account, and the Borrower's acceptance of the proceeds of such withdrawal, shall each be deemed to be a representation and warranty by each Loan Party on the date of such withdrawal that: (i) except for (A) Section 6.01(h)(iii) of the Financing Agreement, solely to the extent such section relates to the Specified Defaults, or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents prior to the Amendment No. 5 Effective Date and (B) Section 6.01(t) of the Financing Agreement to the extent relating to the period on or prior to the Amendment No. 6 Effective Date, the representations and warranties contained in ~~Article VI~~Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such withdrawal are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties are true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty ~~shall be~~was true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties were

true and correct in all respects subject to such qualification) on and as of such earlier date), (ii) except for the Specified Defaults, at the time of and after giving effect to the making of such withdrawal and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the withdrawal on such date and (iii) the conditions set forth in this Section 5.03 have been satisfied as of the date of such request.

(c) The Collateral Agent shall have received a written request (which may be by electronic mail) for such withdrawal that includes (i) reasonably detailed information as to the intended use of the proceeds of such withdrawal (which use shall be substantially consistent with the then-applicable ~~13-Week~~Projected Daily Cash Flow ~~Forecast~~Schedule), (ii) the amount of the requested withdrawal, and (iii) the date of the requested withdrawal (which shall be no sooner than the two (2) Business Days following the date of such request (or such shorter period as the Administrative Agent may be willing to accommodate from time to time)).

(d) After giving effect to any such withdrawal on a pro forma basis, the cash of the Loan Parties shall not exceed $2,000,000.

Notwithstanding anything herein or in the other Loan Documents to the contrary, at any time ~~following the occurrence of an Event of Default (other than a Specified Default)~~, the Collateral Agent may, and it shall upon written notice of the Required Lenders, cause all amounts on deposit in the Blocked Account to be withdrawn and promptly thereafter applied to repay an equivalent amount of the ~~2023 Incremental Revolving~~ Loans (which repayment shall constitute a permanent reduction of the 2023 Incremental Revolving Loan Commitment by such amount to the extent applied to such Loans).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will

not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. On the Effective Date, after giving effect to the transactions contemplated hereby to occur on the Effective Date, the authorized Equity Interests of Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Holdings and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Holdings are owned by Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Holdings or any of its Subsidiaries and no outstanding obligations of Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Holdings or any of its Subsidiaries, or other obligations of Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Holdings or any of its Subsidiaries.

(f) Litigation. Except as set forth in Schedule 6.01(f), there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) Financial Statements.

(i) The Financial Statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Holdings and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 21, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(vii).

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

(j) Taxes, Etc. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $250,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock

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or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l) hereto.

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as set forth on Schedule 6.01(p), (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q) hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

(r) Insurance. Each Loan Party maintains all insurance required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Effective Date.

(s) Use of Proceeds. The proceeds of the Loans (other than the Additional Term Loan and 2023 Incremental Revolving Loans) shall be used to (a) on the Effective Date, refinance the Existing First Lien Credit Facility (excluding the payment of Deferred Monroe Fees) and other existing indebtedness of the Borrower, (b) pay fees and expenses in connection with the transactions contemplated hereby, (c) on the Effective Date, pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties and (d) fund working capital of the Borrower. The proceeds of the 2023 Incremental Revolving Loans shall be used, initially, solely to fund the Blocked Account and, thereafter, subject to the terms of Section 5.03 and in a manner consistent with the terms of this Agreement. The proceeds of the Additional Term Loan shall be used solely in a manner substantially consistent with the then-applicable Projected Daily Cash Flow Schedule.

(t) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a

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complete and accurate list as of the Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) Senior Indebtedness, Etc. Each of the applicable Loan Parties has the power and authority to incur the Indebtedness provided for under the Existing Second Lien Credit Facility and has duly authorized, executed and delivered the Existing Second Lien Credit Facility. The Existing Second Lien Credit Facility constitutes the legal, valid and binding obligation of Holdings and its Subsidiaries enforceable against Holdings and its Subsidiaries in accordance with its terms. The subordination provisions of the Intercreditor Agreement are and will be enforceable against the Existing Second Lien Lenders by the Secured Parties which have not effectively waived the benefits thereof. All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Loans and fees and expenses in connection therewith, constitute the Senior Credit Facility (as defined in the Existing Second Lien Credit Facility), and all such Obligations are entitled to the benefits of the subordination created by the Intercreditor Agreement. Holdings and each of its Subsidiaries acknowledges that the Agents and the Lenders are entering into this Agreement, and extending their Commitments, in reliance upon the subordination provisions of the Intercreditor Agreement and this Section 6.01(y).

(z) Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the

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subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

(aa) Anti-Bribery and Corruption.

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Corruption Laws.

(bb) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES AND OTHER COLLATERAL MATTERS

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender (and, in the case of clause (xx) below, to FTI):

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first full fiscal month of Holdings and its Subsidiaries ending after the Effective Date, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

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(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Holdings and its Subsidiaries commencing with the first full fiscal quarter of Holdings and its Subsidiaries ending after the Effective Date, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Holdings, for the business of Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Holdings and satisfactory to the Agents (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 7.03), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), a Compliance Certificate:

(A) stating that an Authorized Officer of the Borrower has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be

made under his or her supervision a review of the condition and operations of Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 7.01(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 7.03 and the calculation of the First Lien Leverage Ratio for the applicable period for purposes of determining the Applicable Margin in accordance with the terms of the definition thereof, (2) a calculation of the Liquidity of Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents, showing compliance with Section 7.03(c) and (3) including a discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Holdings and its Subsidiaries required by (X) clause (iii) of this Section 7.01(a), attaching (1) the calculation of the Excess Cash Flow in accordance with the terms of Section 2.06(c)(i) and (2) confirmation that there have been no changes to the information contained in each of the Perfection Certificates delivered on the Effective Date or the date of the most recently updated Perfection Certificate delivered pursuant to this clause (iv) and/or attaching an updated Perfection Certificate identifying any such changes to the information contained therein, and (Y) clause (ii) of this Section 7.01(a), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 7.01(h), each Security Agreement and each Mortgage (or stating that there has been no change in the information most recently provided pursuant to this clause (C)(Y)), together with such other related documents and information as the Administrative Agent may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after the Effective Date, reports in form and detail satisfactory to the Agents and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent may request, and (B) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the

date of acquisition, the warehouse and production facility location and such other information as any Agent may request, all in detail and in form satisfactory to the Agents;

(vi) [reserved];

(vii) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Holdings (A) attaching Projections for Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Section 6.01(bb)(ii) are true and correct with respect to the Projections;

(viii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(ix) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(x) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(xi) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is $500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xiii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in

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connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiv) as soon as possible and in any event within five (5) days after the delivery thereof to Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); provided that all such reports and other information is subject to Section 12.19;

(xv) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange (including, without limitation, any statements, reports, filings, agreements, or other information that relate to any Equity Issuance) and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(xvi) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xvii) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrower's compliance with Section 7.02(r);

(xviii) [reserved];

(xix) simultaneously with the delivery of the financial statements of Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 7.01(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the Financial Statements that is permitted by Section 7.02(q), the consolidated financial statements of Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 7.01(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Agents;

(xx) (i) by 7:00 p.m. (New York City Time) on the Friday of each week (or, if such Friday is not a Business Day, the immediately preceding Business Day), ~~commencing with the week ending April 21, 2023, the Borrower shall deliver to the Agents and Lenders:~~ (~~i~~A) a 13-week cash flow forecast of Holdings and its Subsidiaries (each, a "13-Week Cash Flow Forecast"), prepared by the Loan Parties' Financial Advisor, setting forth in reasonable detail all sources and uses of the Loan Parties' cash for the succeeding 13-week period~~, which, in each case, shall be in form and substance satisfactory to the Agents; (ii) reports in form and detail satisfactory to the Agents, and certified by an Authorized Officer of the Administrative Borrower as being accurate and complete,~~ and (B) a listing of all accounts payable balances of the Loan Parties as of one Business Day immediately prior to the applicable reporting date, which shall include the amount and age of each such account payable and the name and mailing address of each account creditor~~; (iii~~, which deliverables, in each case of clauses (A) and (B) above, shall be in form and substance satisfactory to the Agents; (ii) by 7:00 p.m. (New York City Time) on the Saturday of each week, (A) a projected daily cash flow schedule of Holdings and its Subsidiaries

(each, a "Projected Daily Cash Flow Schedule"), prepared by the Loan Parties' Financial Advisor, setting forth in reasonable detail all sources and uses of the Loan Parties' cash for the succeeding two-week period, which, in each case, shall be in form and substance satisfactory to the Agents and (B) a calculation of the Liquidity of Holdings and its Subsidiaries as of such ~~Friday~~Saturday, in form and substance satisfactory to the Agents; and (~~iv~~iii) such other information as any Agent may reasonably request;

(xxi) as soon as possible and in any event within one (1) day after receipt thereof by any Loan Party, copies of any reports or other work product prepared by the Financial Advisor or the Investment Banker;

(xxii) (A) promptly upon receipt or delivery thereof, copies of all material correspondence and notices submitted to or by any Loan Party or its advisors in respect of any potential financing or investment in the Loan Parties, (B) copies of all proposals for any such financings or investments in the Loan Parties, and (C) promptly upon request, any other information concerning such financings or investments as any Agent may from time to time reasonably request.

(xxiii) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Agent may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Security Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Security Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Security Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Security Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request

and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of $250,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours and with reasonable notice to the Borrower, at the expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as their interests may appear, in case of loss, under a standard non contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent for the benefit of the Agents and the Lenders, as their respective interests may appear, and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition

at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of $250,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after the Effective Date) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of $500,000 in the case of a fee interest immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 7.01(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. The Borrower shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA Patriot Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings.

(i) Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Holding's corporate offices (or at such other location as may be agreed to by the Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Borrower and such Agent or the Required Lenders to discuss the financial condition and results of operation of Holdings and its Subsidiaries for the most recently ended fiscal quarter.

(ii) Notwithstanding the foregoing, each Tuesday (commencing Tuesday, April 25, 2023) or, if such Tuesday is not a Business Day, then the next succeeding Business Day (or more frequently upon the reasonable request of any Agent or the Required Lenders), the Borrower shall, and shall cause each of (i) Holdings and senior management of Holdings and its Subsidiaries, (ii) the Investment Banker (following its retention), (iii) the Approved Independent Director, (iv) the Financial Advisor, and (v) any other third party advisor retained to pursue financing alternatives, to participate in a meeting with the Agents and the Lenders at such time as may be agreed to by the Borrower and such Agent or the Required Lenders, to discuss Holdings' and its Subsidiaries' operations, financial position, the status of the Investment Banker's undertakings with respect to the IB Engagement, and compliance with the other terms of this Agreement

(p) Board Information Rights. The Administrative Agent shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and

any of its Subsidiaries at such meeting as if the Administrative Agent were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Administrative Agent shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; provided that, the Administrative Agent shall keep such materials and information confidential in accordance with Section 12.19 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(r) Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 7.01(r), in each case within the time limits specified on such schedule.

(s) Financial Advisor; Investment Banker; Independent Director.

(i) The Loan Parties at all times shall have retained a financial advisor reasonably acceptable to the Administrative Agent and Required Lenders (the "Financial Advisor") (it being understand that Teneo is acceptable to the Agents and Required Lenders).

(ii) (A) Holdings shall continue to have on its board of directors at least one independent director acceptable to the Agents and Required Lenders (it being understood that Patrick Bartels is acceptable to the Agents and Required Lenders, the "Approved Independent Director")); (B) other than as set forth in clause (D) below, each other Loan Party that is a limited liability company shall substantially simultaneously with the Effective Date (as defined in the Amendment No. 5 Forbearance Agreement) and shall thereafter continue to have as its sole manager (directly or, in the case of a member managed company, indirectly) the Approved Independent Director; (C) other than as set forth in clause (D) below, each other Loan Party that is a corporation shall substantially simultaneously with the Effective Date (as defined in the Amendment No. 5 Forbearance Agreement) and shall thereafter

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continue to have as its sole director the Approved Independent Director; and (D) with respect to the Mexican Loan Parties and each of the other Subsidiaries of the Loan Parties the Equity Interests of which are pledged to the Collateral Agent pursuant to the Mexican Pledge Agreement, each such Mexican Loan Party or other Subsidiary shall (1) notwithstanding anything to the contrary contained in Section 6 of the Amendment No. 5 Forbearance Agreement, on or prior to April 25, 2023, provide all such bylaws (including their amendments), shareholders' and board minutes (including unanimous written consents), powers of attorney, corporate registry books and other governance documents of such Mexican Loan Parties or other Subsidiaries as the Agents or Lenders may reasonably request, (2) on or prior to April 28, 2023, appoint as their president of the board of directors, sole administrator, sole director, sole manager (directly or, in the case of a member managed company, indirectly) or other comparable position as applicable and as permitted by applicable law, the Approved Independent Director, in a form and substance approved at the sole discretion of the Agents; provided that the appointment of the Approved Independent Director shall include, without limitation, indemnities granted by the Mexican Loan Party and the other applicable Subsidiaries in favor of the Approved Independent Director and his executors, administrators or assigns, with respect to any amount which he is or becomes legally obligated to indemnify as a result of any claim or claims made against him because of any act or omission or neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, in each case, arising out of his appointment, which indemnity shall include, *inter alia*, damages, judgements, settlements and costs, costs of investigation and cost of defense of legal actions, claims or proceedings and appeals therefrom, and costs of attachment or similar bonds, (3) on or prior to April 28, 2023, revoke, limit and/or grant powers of attorney such that any and all authorities reasonably related to acts governed by Section 7.02 of the Financing Agreement or that are otherwise construed by the Agents or Lenders as material transactions, require, at the Agent's sole discretion, the prior express written consent of the Approved Independent Director, in the understanding that such revocations or limitations should be duly notified to the corresponding attorneys-in-fact and (4) on or prior to May 5, 2023, execute and file for registration all applicable documentation to effectuate the provisions of this Section 7.01(s)(ii)(D). Holdings shall not take any action or fail to take any action that would as a result thereby modify any Approved Independent Director's powers at any of the Loan Parties from such powers as existed on the Effective Date (as defined in the Amendment No. 5 Forbearance Agreement) or the applicable appointment date with respect thereto.

(iii) Notwithstanding anything to the contrary contained in Section 3(d) of the Amendment No. 5 Forbearance Agreement, by April 21, 2023, the Loan Parties shall retain (and thereafter continue to retain) an investment banker (the "Investment Banker") reasonably acceptable to the Agents and Required Lenders and on terms acceptable to the Agents and Required Lenders. Such Investment Banker shall be retained for the purposes set forth in its retention agreement (in form and substance acceptable to the Agents and Required Lenders), which shall include undertaking the preparation for a potential transaction involving Holdings and its Subsidiaries (the "IB Engagement"). In furtherance of the purposes of the retention of the Investment Banker, the Loan Parties shall (A) promptly following requests therefor, furnish to the Investment Banker all information and documentation (financial and otherwise) relating to Holdings and its Subsidiaries reasonably requested by the Investment Banker, and (B) from time to time make available to the Investment Banker, upon reasonable advance notice and at reasonable times, members of senior management of Holdings and its Subsidiaries as requested by the Investment Banker for a reasonable number of meetings and conferences calls, which members of senior management shall engage in such meetings and calls in good faith to assist the Investment Banker in respect of the IB Engagement

(t) Equity Proceeds. Notwithstanding anything to contrary contained in Section 2.06(c), until such time as the Loan Parties have prepaid the Term Loans in the amount set forth in Section 2.03(b)(w), immediately (and in any event, within three (3) Business Days) upon any Equity Issuance, the Borrower shall prepay the outstanding amount of the Term Loans (plus all other Obligations due in connection with such prepayment) in an amount equal to not less than 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 7.01(t) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(u) Financial Advisor. From and after the Amendment No. 6 Effective Date, the Loan Parties shall (i) promptly following requests therefor, furnish to the Financial Advisor all information and documentation relating to management (which, for the avoidance of doubt, will not be limited to senior management) of Holdings and its Subsidiaries, (ii) from time to time make available to the Financial Advisor, upon reasonable advance notice and at reasonable times, all members of management (which, for the avoidance of doubt, will not be limited to senior management) of Holdings and its Subsidiaries as requested by the Financial Advisor or any Agent for a reasonable number of meetings and conference calls, which members of management shall engage in such meetings and calls in good faith, and (iii) cooperate with the Financial Advisor to develop, and implement by no later than July 31, 2023, a cash retention plan for key members of management identified by the Financial Advisor, which such cash retention plan (including as to scope and quantum) shall be acceptable to the Required Lenders.

(v) Access for FTI. From and after the Amendment No. 6 Effective Date, the Loan Parties shall provide FTI Consulting ("FTI"), as financial advisor to counsel to the Agents and Lenders, all reasonably requested financial, operating, and other information relating to the Loan Parties and their businesses, and shall cause the Loan Parties' management, the Approved Independent Director, and the Financial Advisor to be available to FTI in connection with FTI's review and assessment of the Loan Parties' financial position, operations, forecasts, and businesses.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

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(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (x) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into any Loan Party (other than Holdings or the Mexican Loan Parties), (y) any wholly-owned Subsidiary that is not a Loan Party may be merged into another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Security Agreement and the Equity Interests of such Subsidiary is the subject of a Security Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

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(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, if they involve one or more payments by Holdings or any of its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Parties); (iii) transactions permitted by Section 7.02(e) and Section 7.02(h), (iv) sales of Qualified Equity Interests of Holdings to Affiliates of Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) subject to the terms of this Agreement and the Intercreditor Agreement, the Existing Second Lien Credit Facility and Permitted Second Lien Loan Payments, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Existing Second Lien Credit Facility;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset

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sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness, including, for the avoidance of doubt, the Existing Second Lien

Credit Facility (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) subject to the terms of the Intercreditor Agreement, the Existing Second Lien Credit Facility (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Credit Facility), (ii) the AN Extend Earn-Out or (iii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii)),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Holdings and its Subsidiaries does not exceed 3.00 to 1.00, (y) Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 7.03, and (z) no Event of

Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Holdings (and not in cash),

(4) subject to the terms of the Intercreditor Agreement, payments, prepayments, repayments, repurchases or redemptions of the Existing Second Lien Credit Facility constituting Permitted Second Lien Loan Payments,

(5) payments of the Exitus Renewal Fee (which has been paid);

(6) so long as, immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing, then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness in an aggregate amount not to exceed $1,000,000; and

(7) so long as, (x) immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing and (y) prior to any such payments, the Loan Parties shall have repaid the Term ~~Loan~~Loans in the amounts required pursuant to Section 2.03(b)(w) and (x), then, notwithstanding anything to the contrary in Exitus Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness after June 15, 2023 in an aggregate amount not to exceed $1,580,000.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, provided that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws .

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the Financial Statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. Have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to (i) at any time on or prior to March 24, 2023, $5,000,000, (ii) at any time after March 24, 2023 but on or prior to April 15, 2023, $3,000,000 and (iii) at any time thereafter, $1,300,000.

Section 7.03 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	$150,000,000
September 30, 2022	$150,000,000

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December 31, 2022	$150,000,000
March 31, 2023 and each fiscal month ending thereafter	$150,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio
March 31, 2023	6.38:1.00
April 30, 2023	6.60:1.00
May 31, 2023	6.20:1.00
June 30, 2023	6.00:1.00
July 31, 2023	5.28:1.00
August 31, 2023	4.51:1.00
September 30, 2023	4.12:1.00
October 31, 2023	3.50:1.00
November 30, 2023	3.14:1.00
December 31, 2023	4.63:1.00
January 31, 2024 and each fiscal month ending thereafter	3:50:1.00

(c) Liquidity. Permit Liquidity to be (i) less than $1,000,000 at any time on or prior to March 24, 2023, (ii) less than $2,000,000 at any time after March 24, 2023 but on or prior to April 15, 2023 and (iii) less than $7,000,000 at any time thereafter.

(d) LTM EBITDA. Unless the Loan Parties shall have prepaid the Term ~~Loan~~Loans in the principal amounts required pursuant to Section 2.03(b)(w) (together with all other Obligations required to be paid in connection with any such prepayment) on or prior to April 15, 2023, each Loan Party shall not permit the Consolidated EBITDA of Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Consolidated EBITDA

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March 31, 2023	$9,953,000
April 30, 2023	$9,627,000
May 31, 2023	$10,238,000
June 30, 2023	$10,607,000
July 31, 2023	$12,023,000
August 31, 2023	$14,055,000
September 30, 2023	$15,415,000
October 31, 2023	$18,117,000
November 30, 2023	$20,224,000
December 31, 2023 and each fiscal month ending thereafter	$13,707,000

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements. (a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(b), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) Subject to Section 7.01(r), the Loan Parties shall, with respect to each Cash Management Account (other than Excluded Accounts), deliver to the Collateral Agent a Control Agreement with respect to such Cash Management Account. The Loan Parties shall not maintain, and shall not permit any of their Domestic Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account (other than Excluded Accounts), unless the Collateral Agent shall have received a Control Agreement in respect of each such Cash Management Account; provided that, the total amount of cash, Cash Equivalents or other amounts in any deposit account or securities account of any Foreign Subsidiary not subject to a Control Agreement shall not exceed, at any time on and after the date that is ten (10) Business Days after the Effective Date, $2,000,000.

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Accounts, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Accounts.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrower may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that (i) such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank, and (ii) prior to the time of the opening of such Cash Management Account, each Loan Party and such prospective Cash Management Bank shall have executed and delivered to the Collateral Agent a Control Agreement. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of three (3) Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a), 7.01(b), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(m), Section 7.01(o), Section 7.01(r), Section 7.01(t), Section 7.02, Section 7.03 or Article VIII, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Security Agreement to which it is a party or any Mortgage to which it is a

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party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to $500,000 (including, for the avoidance of doubt, under the Existing Second Lien Facility), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or

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unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $500,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $500,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the Existing Second Lien Facility (including, for the avoidance of doubt, any "Default" or "Event of Default" thereunder that

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does not constitute a Default or Event of Default hereunder) or any other Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, or (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) other than with respect to (A) the Event of Default under Section 9.01(a) occurring solely as a result of the failure to make the principal payments required pursuant to Sections 2.03(b)(w), (x) and (y), or (B) the Event of Default under Section 9.01(e) occurring solely as a result of the Loan Parties' failure to pay the principal payments required under the Exitus Indebtedness (but, in the case of this clause (B), only for so long as the lenders under the Exitus Indebtedness have not accelerated or otherwise begun to exercise remedies with respect to such Exitus Indebtedness), declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the Applicable Premium, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Applicable Premium, if any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 9.02 Cure Right. In the event that Holdings fails to comply with the requirements of the financial covenant set forth in Section 7.03(a) or 7.03(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); provided that (i) such proceeds are actually

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received by Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay the Loans in accordance with Section 2.06(c)(v) and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 9.02. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 7.03(a) and 7.03(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 7.03(a) and/or Section 7.03(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 7.03(a) and 7.03(b).

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act

with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation. (a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral without reliance upon the Administrative Agent or any other Lender or any of their Related Parties, and neither the Agents nor any of their Related Parties shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any of its Related Parties or any other trustee, co-agent or other Person (including any Lender). Any such Related Party, trustee, co-agent or other Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their Related Parties shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof,

signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent or any Related Party of the foregoing is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five (5) days of written demand by such Agent, reimburse such Agent and such Related Parties for and indemnify such Agent and such Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent and such Related Parties), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent and the Related Parties in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent and such Related Parties under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances

and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's or such Related Party's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent. (a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrower of the Loans and other Obligations or to pay any other amount chargeable to the Borrower pursuant to the terms

of this Agreement, including, without limitation, costs, fees and expenses as described in Section 10.18 and Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to Revolving Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnity Obligations) in accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the

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purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Money Laundering Laws, including any programs involving any of the

following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Holdings or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Holdings and its Subsidiaries and will rely significantly upon Holdings' and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Holdings and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by any such Agent and any such other Lender preparing a Report as

the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to, and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrower and charged to the Loan Account.

Section 10.15 Intercreditor Agreement. Each Lender hereby grants to the Collateral Agent all requisite authority to enter into or otherwise become bound by, and to perform its obligations and exercise its rights and remedies under and in accordance with the terms of, the Intercreditor Agreement and to bind the Lenders thereto by the Collateral Agent's entering into or otherwise becoming bound thereby, and no further consent or approval on the part of any Lender is or will be required in connection with the performance by the Collateral Agent of the Intercreditor Agreement.

Section 10.16 Collateral Agent May File Proofs of Claim

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

Section 10.17 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Borrower, Lender, or other Person is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Borrower,

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Lender, or other Person shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or a portion of any distribution to the Borrower, a Lender, or other Person was an Erroneous Distribution shall be conclusive absent manifest error. Each Borrower, Lender, and other potential recipient of an Erroneous Distribution hereunder waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to

departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XI. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XI such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XI in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XI that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XI(including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions

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under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Financial Officer
Telephone: 1(877)5149180
Email: amit.singh@agilethought.com

with a copy to:

AgileThought, Inc.
222 Urban Towers
Suite 1650 E
Irving, TX 75039
Attention: Chief Legal Officer
Telephone: 1(877)5149180
Email: diana.abril@agilethought.com

and (which shall not constitute notice) to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004 1482
Attention: Katie Coleman
Telephone: (212) 837-6447
Email: katie.coleman@hugheshubbard.com

if to the Administrative Agent or the Collateral Agent, to it at the following address:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com
with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge
Telephone: 212-596-9747
Email: leonard.klingbaum@ropesgray.com; nell.ethridge@ropesgray.com
Telecopier: 646-728-2694

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or three (3) Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

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

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

Section 12.02 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (excluding the Fee Letter), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (a) in the case of an amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrower, (b) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (c) in the case of any other amendment, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release the Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; provided, that the Required Lenders may elect to release all or a substantial portion of the Collateral without the requirement to obtain the written consent of each Lender if such release is in connection with (x) an exercise of remedies by the Collateral Agent at the direction of the Required Lenders pursuant to Section 9.01 or (y) any Disposition of all or a substantial portion of the Collateral by one or more of the Loan Parties with the consent of the Required Lenders after the occurrence and during the continuance of an Event of Default so long as such

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Disposition is conducted in a commercially reasonable manner as if such Disposition were a disposition of collateral by a secured creditor in accordance with Article 9 of the UCC; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

(b) Notwithstanding anything to the contrary in Section 12.02(a):

(i) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents;

(ii) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby;

(iii) any Control Agreement, Guaranty, Mortgage, Security Agreement, collateral access agreement, landlord waiver or other agreement or document purporting to create or perfect a security interest in any of the Collateral (a "Collateral Document") may be amended, waived or otherwise modified with the consent of the applicable Agent and the applicable Loan Party without the need to obtain the consent of any Lender or any other Person if such amendment, modification, supplement or waiver is delivered in order (A) to comply with local Requirements of Law (including foreign law or regulatory requirements) or advice of local counsel, (B) to cure any ambiguity, inconsistency, omission, mistake or defect or (C) to cause such Collateral Document to be consistent with this Agreement and the other Loan Documents, and if the Administrative Agent and the Borrower shall have jointly identified an ambiguity, inconsistency, omission, mistake or defect, in each case, in any provision of any Loan Document (other than a Collateral Document), then the Administrative Agent and the Borrower shall be permitted to amend such provision; any amendment, waiver or modification pursuant to this paragraph shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof;

(iv) no consent of any Loan Party shall be required to change any order of priority set forth in Section 2.06(d) and Section 4.03;

(v) the Administrative Agent and the Borrower may enter into an amendment to this Agreement pursuant to Section 2.08(g) to reflect an alternate service or index rate and such other related changes to this Agreement as may be applicable; and

(vi) no Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party, Permitted Holder (or other equity holder of Holdings) or Affiliate).

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(c) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender other than the Collateral Agent and the Administrative Agent and their respective Affiliates and Related Funds (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrower will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of FTI and of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition,

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complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) any Environmental Claim, Environmental Liability or Remedial Action arising from or in connection with the past, present or future operations of, or any property currently, formerly or in the future owned, leased or operated by, any Loan Party, any of its Subsidiaries or any predecessor in interest, (k) any Environmental Lien, (l) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents and (y) if the Borrower fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower. The obligations of the Borrower under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

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Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to:

(i) all or a portion of its Term Loan Commitment and any Term Loan made by it with the written consent of the Borrower (such consent not to be unreasonably withheld) and each Agent, and

(ii) all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it with the written consent the Borrower (such consent not to be unreasonably withheld) and each Agent;

provided, however, that no written consent of the Borrower, the Collateral Agent or the Administrative Agent shall be required (A) in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender; provided further, that under this Section 12.07(b), the consent of the Borrower shall not be required if an Event of Default has occurred and is continuing.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender) and all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(iii) No such assignment shall be made to (A) any Loan Party, any Permitted Holder (or other equity holder of Holdings) or any of their respective Affiliates or (B) any Defaulting

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Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the recordation date of each Assignment and Acceptance on the Register, , (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at one of its offices, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon)owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior written notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Borrower, Administrative Agent or the

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Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent and Borrower must be evidenced by such Agent's or Borrower's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Loan (and the note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each note shall expressly so provide). Any assignment or sale of all or part of a Loan (and the note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Register, together with the surrender of the note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s).

(i) If any Lender sells participations in a Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrower, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Loans held by it and the principal amount (and stated interest thereon) of the portion of the Loan that is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under the Code or Treasury Regulations, including without limitation, Section 5f.103-1(c) of the United States Treasury Regulations. A Loan (and the note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each note shall expressly so provide). Any participation of such Loan (and the note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Person who purchases or is assigned or participates in any portion of such Loan shall comply with Section 2.10(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount

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of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefit of Section 2.10 and Section 2.11 of this Agreement with respect to its participation in any portion of the Commitments and the Loans as if it were a Lender; provided that a participant shall not be entitled to receive any greater payment under Section 2.10 or Section 2.11 with respect to its participation than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to, or other indebtedness issued by, such Lender pursuant to a securitization transaction (including any structured warehouse credit facility, collateralized loan obligation transaction or similar facility or transaction, and including any further securitization of the indebtedness or equity issued under such a transaction) (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect a Securitization, including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or any Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE

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JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY ANY MEANS PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Each Loan Party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY

HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Related Parties (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document, of any Environmental Claim or any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrower's use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Borrower or the handling of the Loan Account and Collateral of the Borrower as herein provided, (iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, including any Environmental litigation, investigation or proceeding relating to or arising out of any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this

subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

(e) Section 12.15 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.07 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all

consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender, as applicable, to the Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrower). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrower, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and its Related Parties) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and

which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure by any Agent or any Lender of any such information (i) to its Affiliates, its Related Parties or the Related Parties of any Person described in clause (ii) or (iii) below) (it being understood that the Persons to whom such disclosure is made either will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19 or is subject to other customary confidentiality obligations); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization, so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization agrees, in writing, to be bound by or is otherwise subject to customary confidentiality obligations (including, without limitation, confidentiality provisions similar in substance to this Section 12.19); (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (viii) to any other Person if such information is general portfolio information that does not identity the Loan Parties, or (ix) with the consent of the Borrower. In addition, the Agents and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to any Agent or any Lender in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required to do so under applicable law (in which event, such Loan Party or such Affiliate will consult with such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the financial arrangements entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrower, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrower in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and

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deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

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EXHIBIT 17

First Amendment to the AgileThought Digital Solutions Pledge Agreement

CONVENIO MODIFICATORIO DE FECHA 4 DE AGOSTO DE 2023 (EL "**CONVENIO**") AL CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN DE FECHA 6 DE ENERO DE 2023 (EL "**CONTRATO DE PRENDA**"), QUE CELEBRAN AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., (EL "**DEUDOR PRENDARIO**"); Y BLUE TORCH FINANCE LLC, (EL "**ACREEDOR PRENDARIO**" Y CONJUNTAMENTE CON EL DEUDOR PRENDARIO, LAS "**PARTES**"), DE CONFORMIDAD A LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS.

AMENDMENT AGREEMENT DATED AS OF AUGUST 4, 2023 (THE "**AMENDMENT AGREEMENT**") TO THE NON-POSSESORY PLEDGE AGREEMENT DATED AS OF JANUARY 6, 2023 (THE "**PLEDGE AGREEMENT**"), ENTERED INTO AND BETWEEN AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V, (THE "**PLEDGOR**"); AND BLUE TORCH FINANCE LLC, (THE "**PLEDGEE**", AND JOINTLY WITH THE PLEDGOR, THE "**PARTIES**"), PURSUANT TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES.

Los términos con mayúscula inicial que se utilizan en el presente Convenio tendrán el significado que a los mismos se les atribuye en el Contrato de Prenda, salvo que sean definidos de forma distinta en el presente Convenio.

Terms with initial capital letter used in this Amendment Agreement shall have the meaning ascribed to them in the Pledge Agreement, except as otherwise defined in this Amendment Agreement.

ANTECEDENTES

RECITALS

I. Con fecha 27 de mayo de 2022, AN Global, LLC como acreditado (el "Acreditado"), AgileThought, Inc., como compañía tenedora ("Holdings") y diversas de sus subsidiarias como Garantes (según el término *Guarantors* se define en el Contrato de Financiamiento), las partes que en el mismo se identifican como Acreedores (según el término *Lenders* se define en el Contrato de Financiamiento), y el Acreedor Prendario como agente administrativo y agente de garantías (el "Agente Administrativo") suscribieron un contrato de financiamiento (según el mismo ha sido modificado mediante la Renuncia y el Convenio Modificatorio No. 1 al Contrato de Crédito de fecha 10 de agosto de 2022, el Convenio Modificatorio No. 2 al Contrato de Crédito de fecha 01 de noviembre de 2022, la Dispensa y Convenio

I. On May 27, 2022, AN Global, LLC, as borrower (the "Borrower"), AgileThought Inc., as a holding company ("Holdings") and certain of its subsidiaries as Guarantors (as such term is defined in the Financing Agreement), the parties identified therein as Lenders (as such term is defined in the Financing Agreement) and the Pledgee as administrative agent and collateral agent (the "Administrative Agent") entered into a financing agreement (as amended by that certain Waiver and Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to the Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023, that certain

Modificatorio No. 3 al Contrato de Crédito de fecha 19 de diciembre de 2022, el Convenio Modificatorio No. 4 al Contrato de Crédito, de fecha 7 de marzo de 2023, la carta contrato suplementaria al Convenio Modificatorio No. 4 de fecha 9 de marzo de 2023, el Convenio Modificatorio No. 5 al Contrato de Crédito de fecha 20 de abril de 2023, el Convenio Modificatorio no. 6 de fecha 17 de julio de 2023, según el mismo sea modificado y/o reexpresado, complementado o de alguna forma modificado de tiempo en tiempo (el "Contrato de Financiamiento").

Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, that certain Amendment No. 5 to Financing Agreement, dated as of April 20, 2023, that certain Amendment No. 6 to Financing Agreement, dated as of July 17, 2023, and as, restated, amended and restated, supplemented or otherwise modified from time to time (the "Financing Agreement").

II. Con fecha 6 de enero de 2023, las Partes celebraron el Contrato de Prenda por virtud del cual el Deudor Prendario pignoró en favor del Acreedor Prendario los Bienes Pignorados, para garantizar el pago puntual y oportuno de ciertas obligaciones que se derivan del Contrato de Financiamiento.

II. On January 06, 2023, the Pledgor and the Pledgee entered into a Pledge Agreement by virtue of which the Pledgor pledged in favor of the Pledgee, the Pledged Assets, in order to guarantee the timely and prompt payment of certain obligations arising from the Financing Agreement.

III. Con fecha 20 de abril de 2023 se celebró el Convenio Modificatorio No. 5 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No. 5").

III. On April 20, 2023, Amendment No. 5 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No. 5").

IV. Con fecha 17 de julio de 2023 se llevaron a cabo las Resoluciones adoptadas por los accionistas que representan la totalidad de las acciones representativas del capital social de AgileThought Digital Solutions, S.A.P.I. de C.V., fuera de Asamblea General de Accionistas con el fin de resolver autorizar que AgileThought Digital Solutions, S.A.P.I. de C.V. celebrara el Convenio Modificatorio No. 6 al Contrato de Financiamiento, con fecha 17 de julio de 2023.

IV. On July 17, 2023, the Resolutions in lieu of meeting were adopted by the shareholders representing the entirety of the capital stock of AgileThought Digital Solutions, S.A.P.I. de C.V., in order to authorize AgileThought Digital Solutions, S.A.P.I. de C.V. to enter into Amendment No. 6 to the Financing Agreement, dated July 17, 2023.

V. Con fecha 17 de julio de 2023 se celebró el Convenio Modificatorio No. 6 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en

V. On July 17, 2023, Amendment No. 6 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the

favor del Acreditado (el "Convenio Modificatorio No.6" y junto con el Convenio Modificatorio No. 5, los "Convenios Modificatorios").

"Amendment No. 6" and jointly with the Amendment No. 5, the "Amendment Agreements").

DECLARACIONES

I. El Deudor Prendario declara, por conducto de su representante legal, que:

a) Es una sociedad mercantil debidamente constituida y válidamente existente de conformidad a las leyes de México.

b) Su representante legal cuenta con las facultades suficientes para celebrar este Convenio.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de garantizar con los Bienes Pignorados el pago puntual y oportuno de todas las obligaciones que se derivan del Contrato de Financiamiento, según modificado por los Convenios Modificatorios.

d) Ratifica a esta fecha todas y cada una de las declaraciones contenidas en el Contrato de Prenda, salvo por aquellas declaraciones referidas a una fecha específica.

II. El Acreedor Prendario declara, por conducto de su representante legal, que:

a) Es una sociedad de responsabilidad limitada (*limited liability company*) constituida de conformidad con las leyes del estado de Delaware, Estados Unidos de América.

b) Su representante legal cuenta con facultades suficientes para la celebración del presente Convenio.

REPRESENTATIONS

I. The Pledgor represents and warrants, through its legal representative, that:

a) It is a duly incorporated and validly existing company in accordance with the laws of Mexico,

b) Its representative has sufficient authority to enter into this Amendment Agreement.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, in order to secure with the Pledged Assets the timely and prompt payment of all the obligations arising from the Financing Agreement, as amended by the Amendment Agreements.

d) It hereby ratifies, each and every one of the representations contained in the Pledge Agreement, except for those representations referred to a specific date.

II. The Pledgee represents and warrants, through its legal representative, that:

a) It is a limited liability company incorporated in accordance with the laws of the state of Delaware, United States of America.

b) Its legal representative has sufficient authority to enter into this Amendment Agreement.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de que el Deudor Prendario garantice con los Bienes Pignorados el pago puntual y oportuno de todas las obligaciones que se derivan del Contrato de Financiamiento, según modificado por los Convenios Modificatorios.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, so that the Pledgor secures the timely and prompt payment of all the obligations under the Financing Agreement, as amended by the Amendment Agreements.

En virtud de lo anterior, las Partes convienen las siguientes:

In light of the foregoing, the Parties agree to the following:

CLÁUSULAS

CLAUSES

PRIMERA. Las Partes convienen que el término definido como "Obligaciones Garantizadas" contenido en la Cláusula Primera del Contrato de Prenda incluye, adicional a las obligaciones ya previstas, el pago oportuno de las obligaciones contenidas en el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios. A partir de la fecha de este Convenio Modificatorio, cualquier referencia en el Contrato de Prenda que se refiera a las Obligaciones Garantizadas se interpretará para incluir las obligaciones bajo el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios.

FIRST. The Parties agree that the defined term as "Secured Obligations" as set forth in Clause One of the Pledge Agreement includes, additionally to the obligations already provided for, the timely payment of obligations under the Financing Agreement, as amended by the Amendment Agreements. From the effective date of this Amendment Agreement, any reference in the Pledge Agreement to the Secured Obligations shall be construed to include the obligations under the Financing Agreement, as amended by the Amendment Agreements.

SEGUNDA. El Deudor Prendario ratifica y confirma la voluntad de pignorar en favor del Acreedor Prendario, para beneficio de las Partes Garantizadas, los Bienes Pignorados a efecto de garantizar el cumplimiento total y oportuno de las Obligaciones Garantizadas bajo el Contrato de Financiamiento, según ha sido modificado y/o reexpresado por los Convenios Modificatorios.

SECOND. The Pledgor hereby ratify and confirm its intention to pledge in favor of the Pledgee, for the benefit of the Secured Parties, the Pledged Assets, in order to guarantee the complete and timely fulfillment of the Secured Obligations under the Financing Agreement, as amended and/or restated by the Amendment Agreements.

TERCERA. El Deudor Prendario ratificará el presente Convenio ante fedatario público mexicano dentro de los 2 (dos) Días Hábiles

THIRD. The Pledgor shall ratify this Agreement before a Mexican notary public within 2 (two) business days following its

siguientes a su fecha de firma y causará que dicho fedatario lo inscriba en el RUG.

execution date and shall cause that said notary public records the Amendment Agreement in the RUG.

CUARTA. Salvo por lo expresamente previsto en el presente Convenio, las Partes reconocen y aceptan que los acuerdos entre las mismas previstos en el Contrato de Prenda y el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios, continuarán en pleno vigor y efectos conforme a sus términos y que el presente Convenio no constituye ni constituirá una novación de las obligaciones de las partes bajo dicho Contrato de Prenda.

FOURTH. Except as expressly provided in this Agreement, the Parties acknowledge and agree that the agreements between them set forth in the Pledge Agreement and Financing Agreement, as amended by the Amendment Agreements shall continue in full force and effect in accordance with their terms, and that this Amendment Agreement shall not constitute and will not constitute a novation of the obligations of the parties under said Pledge Agreement.

QUINTA. El Deudor Prendario pagará todos los costos, gastos, honorarios, derechos e impuestos razonables y documentados que se tengan que pagar para, o como consecuencia de, la suscripción de este Convenio.

FIFTH. The Pledgor shall pay all reasonable and documented out-of-pocket fees, costs, expenses, taxes, and levies arising from the execution of this Amendment Agreement.

SEXTA. Este Convenio se regirá e interpretará conforme a las leyes de México. Para todo lo relativo a la interpretación, cumplimiento y ejecución de este Convenio, las Partes se someten a la jurisdicción y competencia de los tribunales federales de la Ciudad de México, México, renunciando a cualquier otro fuero que, por razón de su domicilio presente o futuro o cualquier otra causa, pudiere corresponderles. Para efectos de los artículos 1093 y 1104, fracciones I y II del Código de Comercio, las Partes acuerdan que el Deudor Prendario deberá cumplir sus obligaciones al amparo del presente Convenio y podrá ser requerido judicialmente para ello, en la Ciudad de México, México.

SIXTH. This Amendment Agreement shall be governed by and construed in accordance with the laws of Mexico. For the interpretation, performance and enforcement of this Amendment Agreement, each of the Parties hereto, hereby irrevocably submits to the jurisdiction of the competent federal courts located in Mexico City, Mexico, and expressly waives any other jurisdiction they may be entitled to now or hereafter, by reason of its present or future domicile or any other reason. For the purposes of articles 1093 and 1104, fractions I and II of the Code of Commerce, the Parties agree that the Pledgor shall comply with its obligations under this Amendment Agreement and shall be judicially required to do so, in Mexico City, Mexico.

SÉPTIMA. Este convenio se suscribe en inglés y español. En caso de conflictos entre las versiones en inglés y español, prevalecerá la versión en español de este convenio en todos los casos.

SEVENTH. This agreement is executed in both English and Spanish languages. In case of conflicts between the English and Spanish versions, the Spanish version of this agreement shall always prevail.

Las Partes suscriben el presente Convenio en la fecha señalada en el proemio del mismo.

The Parties execute this Amendment Agreement on the date first written above.

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DEUDOR PRENDARIO/THE PLEDGOR

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

Por / By: _____

Nombre / Name: MANUEL SENDEROS FERNÁNDEZ

Cargo / Tilte:

Esta hoja de firmas corresponde al Convenio Modificatorio al Contrato de Prenda sin Transmisión de Posesión de fecha 4 de agosto de 2023, suscrito por AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., como Deudor Prendario, y BLUE TORCH FINANCE LLC, como Acreedor Prendario.

This signature page corresponds to the Amendment Agreement to the Non-Possessory Pledge Agreement dated August 4, 2023, signed by AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., as Pledgor, and BLUE TORCH FINANCE LLC, as Pledgee.

ACREEDOR PRENDARIO/THE PLEDGEE

BLUE TORCH FINANCE LLC

Por / By: _____
Nombre / Name: KEVIN GENDA
Cargo / Title: CEO

Esta hoja de firmas corresponde al Convenio Modificatorio al Contrato de Prenda sin Transmisión de Posesión de fecha 4 de Agosto de 2023, suscrito por AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., como Deudor Prendario, y BLUE TORCH FINANCE LLC, como Acreedor Prendario.

This signature page corresponds to the Amendment Agreement to the Non-Possessory Pledge Agreement dated August 4, 2023, signed by AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., as Pledgor, and BLUE TORCH FINANCE LLC, as Pledgee.

EXHIBIT 18

First Amendment to the Share and Equity Interest Pledge Agreement

CONVENIO MODIFICATORIO DE FECHA 4 DE AGOSTO DE 2023 (EL "**CONVENIO**") AL CONTRATO DE PRENDA SOBRE ACCIONES Y PARTES SOCIALES DE FECHA 6 DE ENERO DE 2023 (EL "**CONTRATO DE PRENDA**"), QUE CELEBRAN IT GLOBAL HOLDING, LLC., QMX INVESTMENT HOLDING USA, INC., ENTREPIDS TECHNOLOGY INC., AGILETHOUGHT, INC., 4TH SOURCE MEXICO, LLC., Y 4TH SOURCE, LLC. (LOS "**DEUDORES PRENDARIOS**") Y BLUE TORCH FINANCE LLC, (EL "**ACREEDOR PRENDARIO**" EN CONJUNTO CON LOS DEUDORES PRENDARIOS, LAS "**PARTES**"), CON LA COMPARECENCIA, RECONOCIMIENTO Y ACEPTACIÓN DE AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MÉXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., AGILETHOUGHT SERVICIOS MÉXICO, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V. (LOS "COMPARECIENTES"); DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS.

AMENDMENT AGREEMENT DATED AS OF AUGUST 4, 2023 (THE "**AMENDMENT AGREEMENT**") TO THE SHARE AND EQUITY INTEREST PLEDGE AGREEMENT DATED AS OF JANUARY 6, 2023 (THE "**PLEDGE AGREEMENT**"), ENTERED INTO BY AND BETWEEN THE IT GLOBAL HOLDING, LLC., QMX INVESTMENT HOLDING USA, INC., ENTREPIDS TECHNOLOGY INC., AGILETHOUGHT, INC., 4TH SOURCE MEXICO, LLC., Y 4TH SOURCE, LLC (THE "**PLEDGORS**") AND BLUE TORCH FINANCE LLC, (THE "**PLEDGEE**", AND TOGETHER WITH THE PLEDGORS, THE "**PARTIES**"), WITH THE APPEARANCE, ACKNOWLEDGEMENT AND ACCEPTANCE OF AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MÉXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., AGILETHOUGHT SERVICIOS MÉXICO, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V. (THE "APPEARING PARTIES"); PURSUANT TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES.

Los términos con mayúscula inicial que se utilizan en el presente Convenio tendrán el significado que a los mismos se les atribuye en el Contrato de Prenda, salvo que sean definidos de forma distinta en el presente Convenio.

Terms with initial capital letter used in this Amendment Agreement shall have the meaning ascribed to them in the Pledge Agreement, except as otherwise defined in this Amendment Agreement.

ANTECEDENTES

I. Con fecha 27 de mayo de 2022, AN Global, LLC como acreditado (el "Acreditado"), AgileThought, Inc., como compañía tenedora ("Holdings") y diversas de sus subsidiarias como Garantes (según el término *Guarantors* se define en el Contrato de Financiamiento), las partes que en el mismo se identifican como Acreedores (según el término *Lenders* se define

RECITALS

I. On May 27, 2022, AN Global, LLC, as borrower (the "Borrower"), AgileThought Inc., as a holding company ("Holdings") and certain of its subsidiaries as Guarantors (as such term is defined in the Financing Agreement), the parties identified therein as Lenders (as such term is defined in the Financing Agreement) and the Pledgee as administrative agent and collateral

en el Contrato de Financiamiento), y el Acreedor Prendario como agente administrativo y agente de garantías (el "Agente Administrativo") suscribieron un contrato de financiamiento (según el mismo ha sido modificado mediante la Renuncia y el Convenio Modificatorio No. 1 al Contrato de Crédito de fecha 10 de agosto de 2022, el Convenio Modificatorio No. 2 al Contrato de Crédito de fecha 01 de noviembre de 2022, la Dispensa y Convenio Modificatorio No. 3 al Contrato de Crédito de fecha 19 de diciembre de 2022, el Convenio Modificatorio No. 4 al Contrato de Crédito, de fecha 7 de marzo de 2023, la carta contrato suplementaria al Convenio Modificatorio No. 4 de fecha 9 de marzo de 2023, el Convenio Modificatorio No. 5 al Contrato de Crédito de fecha 20 de abril de 2023, el Convenio Modificatorio No. 6 de fecha 17 de julio de 2023, según el mismo sea modificado y/o reexpresado, complementado o de alguna forma modificado de tiempo en tiempo (el "Contrato de Financiamiento").

agent (the "Administrative Agent") entered into a financing agreement (as amended by certain Waiver and Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023, that certain Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, that certain Amendment No. 5 to Financing Agreement, dated as of April 20, 2023, that certain Amendment No. 6 to Financing Agreement, dated as of July 17, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "Financing Agreement").

II. Con fecha 6 de enero de 2023, las Partes celebraron un contrato de prenda (el "**Contrato de Prenda**") sobre acciones y partes sociales por virtud del cual los Deudores Prendarios pignoraron a favor del Acreedor Prendario, para beneficio de las Partes Garantizadas, las Acciones y Partes Sociales Pignoradas, para garantizar el pago puntual y oportuno de ciertas obligaciones que se derivan del Contrato de Financiamiento.

II. On January 06, 2023, the Pledgors and the Pledgee entered into a pledge agreement (the "**Pledge Agreement**") over the share and equity interest by virtue of which the Pledgors pledged in favor of the Pledgee, for the benefit of the Secured Parties, the Pledged Shares and Equity Interest, in order to guarantee the timely and prompt payment of certain obligations arising from the Financing Agreement.

III. Con fecha de 20 de abril de 2023, se celebró el Convenio Modificatorio No. 5 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No. 5").

III. On April 20, 2023, Amendment No. 5 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No. 5").

IV. Con fecha 17 de julio de 2023 se celebró el Convenio Modificatorio No. 6 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No.6" y junto con el "Convenio Modificatorio No. 5, los "Convenios Modificatorios").

IV. On July 17, 2023, Amendment No. 6 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No. 6" and together with the Amendment Agreement No. 5, the "Amendment Agreements").

DECLARACIONES

I. Cada uno de los Deudores Prendarios declara, de manera individual, por conducto de su representante legal, que:

a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes del estado de Delaware, Estados Unidos de América.

b) Su representante legal cuenta con facultades suficientes para la celebración del presente Convenio.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de garantizar con las Acciones y Partes Sociales Pignoradas el pago puntual y oportuno de ciertas obligaciones que se derivan del Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios.

d) Ratifica a esta fecha todas y cada una de las declaraciones contenidas en el Contrato de Prenda, salvo por aquellas declaraciones referidas a una fecha específica.

II. El Acreedor Prendario declara, por conducto de su representante legal, que:

a) Es una sociedad de responsabilidad limitada (*limited liability company*) constituida de conformidad con las leyes del estado de Delaware, Estados Unidos de América.

b) Su representante legal cuenta con facultades suficientes para la celebración del presente Convenio.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de que los Deudores Prendarios garanticen con las Acciones y Partes Sociales Pignoradas el pago puntual y oportuno de todas las obligaciones que se derivan del Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios.

REPRESENTATIOS

I. Each of the Pledgors represents and warrants, individually, through its legal representative, that:

a) It is a duly incorporated and validly existing company in accordance with the laws of the state of Delaware, United States of America.

b) Its representative has sufficient authority to enter into this Amendment Agreement.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, in order to secure with the Pledged Shares and Equity Interests the timely and prompt payment of certain obligations arising from the Financing Agreement, as amended by the Amendment Agreements.

d) It hereby ratifies, as of this date, each and every one of the representations contained in the Pledge Agreement, except for those representations referred to a specific date.

II. The Pledgee represents and warrants, through its legal representative, that:

a) It is a limited liability company incorporated in accordance with the laws of the state of Delaware, United States of America.

b) Its legal representative has sufficient authority to enter into this Amendment Agreement.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, so that the Pledgors guarantee, with the Pledged Shares and Equity Interests, the timely and prompt payment of all obligations under the Financing Agreement, as amended by the Amendment Agreements.

En virtud de lo anterior, las Partes convienen las siguientes:

In light of the foregoing, the Parties agree to the following:

CLÁUSULAS

CLAUSES

PRIMERA. Las Partes convienen que el término definido "Obligaciones Garantizadas" contenido en la Cláusula Primera del Contrato de Prenda incluye, adicional a las obligaciones ya previstas, el pago oportuno de las obligaciones contenidas en el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios. A partir de la fecha de este Convenio Modificatorio, cualquier referencia en el Contrato de Prenda que se refiera a las Obligaciones Garantizadas se interpretará para incluir las obligaciones bajo el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios.

FIRST. The Parties agree that the defined term "Secured Obligations" as set forth in Clause One of the Pledge Agreement includes, in addition to the already stipulated obligations, the timely payment of the obligations contained in the Financing Agreement, as amended by the Amendment Agreements. From the effective date of this Amendment Agreement, any reference in the Pledge Agreement to the Secured Obligations shall be interpreted to include the obligations under the Financing Agreement, as amended by the Amendment Agreements.

SEGUNDA. Los Deudores Prendarios ratifican y confirman la voluntad de pignorar en favor del Acreedor Prendario, para beneficio de las Partes Garantizadas, las Acciones y Partes Sociales Pignoradas a efecto de garantizar el cumplimiento total y oportuno de las Obligaciones Garantizadas bajo el Contrato de Financiamiento, según ha sido modificado y/o reexpresado por los Convenios Modificatorios.

SECOND. The Pledgors hereby ratify and confirm their intention to pledge in favor of the Pledgee, for the benefit of the Secured Parties, the Pledged Shares and Equity Interests, in order to guarantee the complete and timely fulfillment of the Secured Obligations under the Financing Agreement, as amended and/or restated by the Amendment Agreements.

TERCERA. Salvo por lo expresamente previsto en el presente Convenio, las Partes reconocen y aceptan que los acuerdos entre las mismas previstos en el Contrato de Prenda y el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios continuarán en pleno vigor y efectos conforme a sus términos y que el presente Convenio no constituye ni constituirá una novación de las obligaciones de las partes bajo dicho Contrato de Prenda.

THIRD. Except as expressly provided in this Agreement, the Parties acknowledge and agree that the agreements between them set forth in the Pledge Agreement and Financing Agreement, as amended by Amendment Agreements shall continue in full force and effect in accordance with their terms, and that this Amendment Agreement shall not constitute and will not constitute a novation of the obligations of the parties under said Pledge Agreement.

CUARTA. Los Comparecientes comparecen en este acto para su conocimiento, y se les da por instruido de hacer las anotaciones correspondientes en sus libros sociales y de accionistas así como a entregar copia de dichos asientos al Acreedor Prendario.

FOURTH. The Appearing Parties hereby appear for their acknowledgment, and they are instructed to make the corresponding notations in their partners and shareholders books, as well as to deliver copies of such entries to the Pledgee.

QUINTA. Los Deudores Prendarios pagarán todos los costos, gastos, honorarios, derechos e impuestos razonables y documentados que se tengan que pagar para, o como consecuencia de, la suscripción de este Convenio.

FIFTH. The Pledgors shall pay all reasonable and documented out-of-pocket fees, costs, expenses, taxes and levies arising from the execution of this Amendment Agreement.

SEXTA. Este Convenio se regirá e interpretará conforme a las leyes de México. Para todo lo relativo a la interpretación, cumplimiento y ejecución de este Convenio, las Partes se someten a la jurisdicción y competencia de los tribunales federales de la Ciudad de México, México, renunciando a cualquier otro fuero que, por razón de su domicilio presente o futuro o cualquier otra causa, pudiere corresponderles. Para efectos de los artículos 1093 y 1104, fracciones I y II del Código de Comercio, las Partes acuerdan que los Deudores Prendarios deberán cumplir sus obligaciones al amparo del presente Convenio y podrán ser requeridos judicialmente para ello, en la Ciudad de México, México.

SIXTH. This Amendment Agreement shall be governed by and construed in accordance with the laws of Mexico. For the interpretation, performance and enforcement of this Amendment Agreement, each of the Parties hereto, hereby irrevocably submits to the jurisdiction of the competent federal courts located in Mexico City, Mexico, and expressly waives any other jurisdiction they may be entitled to now or hereafter, by reason of its present or future domicile or any other reason. For the purposes of articles 1093 and 1104, fractions I and II of the Code of Commerce, the Parties agree that the Pledgors shall comply with their obligations under this Amendment Agreement and shall be judicially required to do so, in Mexico City, Mexico.

SÉPTIMA. Este convenio se suscribe en inglés y español. En caso de conflictos entre las versiones en inglés y español, prevalecerá la versión en español de este convenio en todos los casos.

SEVENTH. This agreement is executed in both English and Spanish languages. In case of conflicts between the English and Spanish versions, the Spanish version of this agreement shall always prevail.

Las Partes suscriben el presente Convenio en la fecha señalada en el proemio del mismo.

The Parties execute this Amendment Agreement on the date first written above.

[*Resto de la página en blanco – Siguen hojas de firma*]

[Rest of the page blank – Signature pages to follow]

LOS DEUDORES PRENDARIOS/THE PLEDGORS:
IT GLOBAL HOLDING, LLC.
QMX INVESTMENT HOLDING USA, INC.
ENTREPIDS TECHNOLOGY INC.
AGILETHOUGHT, INC.
4TH SOURCE MEXICO, LLC.
4TH SOURCE, LLC

Por/ By: _____

Nombre/Name: ~~[Patrick Bartels Jr.]~~ Manuel Senderos Fernández.

Cargo/Tilte: ~~Representante Legal~~ Apoderado.

Lo testado no vale.

Esta hoja de firmas corresponde al Convenio Modificatorio de fecha 4 de agosto de 2023, al Contrato de Prenda sobre Acciones y Partes Sociales de fecha de 6 de enero de 2023, suscrito por IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, como deudores prendarios y BLUE TORCH FINANCE LLC, como acreedor prendario, con la comparecencia de AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V.

This signature page corresponds to the Amendment Agreement dated as of August 4, 2023, to the Pledge Agreement over Share and Equity Interest dated as of January 6, 2023, entered by and among by IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, as Pledgors and BLUE TORCH FINANCE LLC, as Pledgee, with the appearance of AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. AND AN EVOLUTION, S. DE R.L. DE C.V.

ACREEDOR PRENDARIO/THE PLEDGEE

BLUE TORCH FINANCE LLC

Por / By: _____
Nombre / Name: KEVIN GENDA
Cargo / Tilte: CEO

Esta hoja de firmas corresponde al Convenio Modificatorio al Contrato de Prenda sobre Acciones y Partes Sociales de fecha 4 de agosto de 2023, suscrito por IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, como deudores prendarios y BLUE TORCH FINANCE LLC, como acreedor prendario, con la comparecencia de AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V.

This signature page corresponds to the Amendment Agreement to the Pledge Agreement over Share and Equity Interest dated August 4, 2023, entered by and among by IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, as Pledgors and BLUE TORCH FINANCE LLC, as Pledgee, with the appearance of AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. AND AN EVOLUTION, S. DE R.L. DE C.V.

CON LA COMPARECENCIA, RECONOCIMIENTO Y CONSENTIMIENTO DE LAS SOCIEDADES/WITH THE APPEARANCE, ACKNOWLEDGEMENT AND CONSENT OF THE COMPANIES

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V., AN EVOLUTION, S. DE R.L. DE C.V.

Por / By: _____

Nombre / Name: MANUEL SENDEROS FERNÁNDEZ

Cargo / Tilte:

Esta hoja de firmas corresponde al Convenio Modificatorio de fecha 4 de agosto de 2023, al Contrato de Prenda sobre Acciones y Partes Sociales de fecha de 6 de enero de 2023, suscrito por IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, como deudores prendarios y BLUE TORCH FINANCE LLC, como acreedor prendario, con la comparecencia de AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V.

This signature page corresponds to the Amendment Agreement dated as of August 4, to the Pledge Agreement over Share and Equity Interest dated as of January 6, 2023, entered by and among by IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, as Pledgors and BLUE TORCH FINANCE LLC, as Pledgee, with the appearance of AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. AND AN EVOLUTION, S. DE R.L. DE C.V.

EXHIBIT 19

Second Amendment to the AgileThought Digital Solutions Pledge Agreement

SEGUNDO CONVENIO MODIFICATORIO DE FECHA [18] DE AGOSTO DE 2023 (EL "**CONVENIO**") AL CONTRATO DE PRENDA SIN TRANSMISIÓN DE POSESIÓN DE FECHA 6 DE ENERO DE 2023 (EL "**CONTRATO DE PRENDA**"), QUE CELEBRAN AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., (EL "**DEUDOR PRENDARIO**"); Y BLUE TORCH FINANCE LLC, (EL "**ACREEDOR PRENDARIO**" Y CONJUNTAMENTE CON EL DEUDOR PRENDARIO, LAS "**PARTES**"), DE CONFORMIDAD A LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS.

SECOND AMENDMENT AGREEMENT DATED AS OF AUGUST [18], 2023 (THE "**AMENDMENT AGREEMENT**") TO THE NON-POSSESORY PLEDGE AGREEMENT DATED AS OF JANUARY 6, 2023 (THE "**PLEDGE AGREEMENT**"), ENTERED INTO AND BETWEEN AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V, (THE "**PLEDGOR**"); AND BLUE TORCH FINANCE LLC, (THE "**PLEDGEE**", AND JOINTLY WITH THE PLEDGOR, THE "**PARTIES**"), PURSUANT TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES.

Los términos con mayúscula inicial que se utilizan en el presente Convenio tendrán el significado que a los mismos se les atribuye en el Contrato de Prenda, salvo que sean definidos de forma distinta en el presente Convenio.

Terms with initial capital letter used in this Amendment Agreement shall have the meaning ascribed to them in the Pledge Agreement, except as otherwise defined in this Amendment Agreement.

ANTECEDENTES

I. Con fecha 27 de mayo de 2022, AN Global, LLC como acreditado (el "Acreditado"), AgileThought, Inc., como compañía tenedora ("Holdings") y diversas de sus subsidiarias como Garantes (según el término *Guarantors* se define en el Contrato de Financiamiento), las partes que en el mismo se identifican como Acreedores (según el término *Lenders* se define en el Contrato de Financiamiento), y el Acreedor Prendario como agente administrativo y agente de garantías (el "Agente Administrativo") suscribieron un contrato de financiamiento (según el mismo ha sido modificado mediante la Renuncia y el Convenio Modificatorio No. 1 al Contrato de Crédito de fecha 10 de agosto de 2022, el Convenio Modificatorio No. 2 al Contrato de Crédito de fecha 01 de noviembre de

RECITALS

I. On May 27, 2022, AN Global, LLC, as borrower (the "Borrower"), AgileThought Inc., as a holding company ("Holdings") and certain of its subsidiaries as Guarantors (as such term is defined in the Financing Agreement), the parties identified therein as Lenders (as such term is defined in the Financing Agreement) and the Pledgee as administrative agent and collateral agent (the "Administrative Agent") entered into a financing agreement (as amended by that certain Waiver and Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to the Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement,

2022, la Dispensa y Convenio Modificatorio No. 3 al Contrato de Crédito de fecha 19 de diciembre de 2022, el Convenio Modificatorio No. 4 al Contrato de Crédito, de fecha 7 de marzo de 2023, la carta contrato suplementaria al Convenio Modificatorio No. 4 de fecha 9 de marzo de 2023, el Convenio Modificatorio No. 5 al Contrato de Crédito de fecha 20 de abril de 2023, el Convenio Modificatorio no. 6 de fecha 17 de julio de 2023, según el mismo sea modificado y/o reexpresado, complementado o de alguna forma modificado de tiempo en tiempo (el "Contrato de Financiamiento").

dated as of March 7, 2023, that certain Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, that certain Amendment No. 5 to Financing Agreement, dated as of April 20, 2023, that certain Amendment No. 6 to Financing Agreement, dated as of July 17, 2023, and as, restated, amended and restated, supplemented or otherwise modified from time to time (the "Financing Agreement").

II. Con fecha 6 de enero de 2023, las Partes celebraron el Contrato de Prenda por virtud del cual el Deudor Prendario pignoró en favor del Acreedor Prendario los Bienes Pignorados, para garantizar el pago puntual y oportuno de ciertas obligaciones que se derivan del Contrato de Financiamiento.

II. On January 06, 2023, the Pledgor and the Pledgee entered into a Pledge Agreement by virtue of which the Pledgor pledged in favor of the Pledgee, the Pledged Assets, in order to guarantee the timely and prompt payment of certain obligations arising from the Financing Agreement.

III. Con fecha 20 de abril de 2023 se celebró el Convenio Modificatorio No. 5 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No. 5").

III. On April 20, 2023, Amendment No. 5 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No. 5").

IV. Con fecha 17 de julio de 2023 se llevaron a cabo las Resoluciones adoptadas por los accionistas que representan la totalidad de las acciones representativas del capital social de AgileThought Digital Solutions, S.A.P.I. de C.V., fuera de Asamblea General de Accionistas con el fin de resolver autorizar que AgileThought Digital Solutions, S.A.P.I. de C.V. celebrara el Convenio Modificatorio No. 6 al Contrato de Financiamiento, con fecha 17 de julio de 2023.

IV. On July 17, 2023, the Resolutions in lieu of meeting were adopted by the shareholders representing the entirety of the capital stock of AgileThought Digital Solutions, S.A.P.I. de C.V., in order to authorize AgileThought Digital Solutions, S.A.P.I. de C.V. to enter into Amendment No. 6 to the Financing Agreement, dated July 17, 2023.

V. Con fecha 17 de julio de 2023 se celebró el Convenio Modificatorio No. 6 al Contrato de Financiamiento mediante el cual, los

V. On July 17, 2023, Amendment No. 6 to the Financing Agreement was executed, whereby the Lenders extended the credit

Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No.6" y junto con el Convenio Modificatorio No. 5, los "Convenios Modificatorios").

VI. Con fecha 4 de agosto de 2023, las Partes celebraron el Convenio Modificatorio al Contrato de Prenda (el "Modificatorio al Contrato de Prenda"), para garantizar la ampliación a la línea de crédito según los Convenios Modificatorios.

VII. Con fecha [18] de agosto de 2023, se celebró el Convenio Modificatorio No.7 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No.7").

DECLARACIONES

I. El Deudor Prendario declara, por conducto de su representante legal, que:

a) Es una sociedad mercantil debidamente constituida y válidamente existente de conformidad a las leyes de México.

b) Su representante legal cuenta con las facultades suficientes para celebrar este Convenio.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de garantizar con los Bienes Pignorados el pago puntual y oportuno de todas las obligaciones que se derivan del Contrato de Financiamiento, según modificado por el Convenio Modificatorio No.7.

line in favor of the Borrower (the "Amendment No. 6" and jointly with the Amendment No. 5, the "Amendment Agreements").

VI. On August 4, 2023, the Pledgor and the Pledgee entered into an Amendment Agreement to the Pledge Agreement (the "Amendment to the Pledge Agreement"), in order to guarantee the extension of the credit line according to the Amendment Agreements.

VII. On August [18], 2023, Amendment No. 7 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No.7").

REPRESENTATIONS

I. The Pledgor represents and warrants, through its legal representative, that:

a) It is a duly incorporated and validly existing company in accordance with the laws of Mexico,

b) Its representative has sufficient authority to enter into this Amendment Agreement.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, in order to secure with the Pledged Assets the timely and prompt payment of all the obligations arising from the Financing Agreement, as amended by the Amendment No.7.

d) Ratifica a esta fecha todas y cada una de las declaraciones contenidas en el Contrato de Prenda, salvo por aquellas declaraciones referidas a una fecha específica.

II. El Acreedor Prendario declara, por conducto de su representante legal, que:

a) Es una sociedad de responsabilidad limitada (*limited liability company*) constituida de conformidad con las leyes del estado de Delaware, Estados Unidos de América.

b) Su representante legal cuenta con facultades suficientes para la celebración del presente Convenio.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de que el Deudor Prendario garantice con los Bienes Pignorados el pago puntual y oportuno de todas las obligaciones que se derivan del Contrato de Financiamiento, según modificado por el Convenio Modificatorio No.7.

En virtud de lo anterior, las Partes convienen las siguientes:

CLÁUSULAS

PRIMERA. Las Partes convienen que el término definido como "Obligaciones Garantizadas" contenido en la Cláusula Primera del Contrato de Prenda incluye, adicional a las obligaciones ya previstas, el pago oportuno de las obligaciones contenidas en el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios. A partir de la fecha de este Convenio Modificatorio, cualquier referencia en el Contrato de Prenda que se refiera a las Obligaciones Garantizadas se interpretará para incluir las

d) It hereby ratifies, each and every one of the representations contained in the Pledge Agreement, except for those representations referred to a specific date.

II. The Pledgee represents and warrants, through its legal representative, that:

a) It is a limited liability company incorporated in accordance with the laws of the state of Delaware, United States of America.

b) Its legal representative has sufficient authority to enter into this Amendment Agreement.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, so that the Pledgor secures the timely and prompt payment of all the obligations under the Financing Agreement, as amended by the Amendment No.7.

In light of the foregoing, the Parties agree to the following:

CLAUSES

FIRST. The Parties agree that the defined term as "Secured Obligations" as set forth in Clause One of the Pledge Agreement includes, additionally to the obligations already provided for, the timely payment of obligations under the Financing Agreement, as amended by the Amendment Agreements. From the effective date of this Amendment Agreement, any reference in the Pledge Agreement to the Secured Obligations shall be construed to include the obligations under the Financing Agreement, as amended by the Amendment No.7.

obligaciones bajo el Contrato de Financiamiento, según ha sido modificado por el Convenio Modificatorio No. 7.

SEGUNDA. El Deudor Prendario ratifica y confirma la voluntad de pignorar en favor del Acreedor Prendario, para beneficio de las Partes Garantizadas, los Bienes Pignorados a efecto de garantizar el cumplimiento total y oportuno de las Obligaciones Garantizadas bajo el Contrato de Financiamiento, según ha sido modificado y/o reexpresado por el Convenio Modificatorio No.7.

SECOND. The Pledgor hereby ratify and confirm its intention to pledge in favor of the Pledgee, for the benefit of the Secured Parties, the Pledged Assets, in order to guarantee the complete and timely fulfillment of the Secured Obligations under the Financing Agreement, as amended and/or restated by the Amendment Agreement No. 7.

TERCERA. El Deudor Prendario ratificará el presente Convenio ante fedatario público mexicano dentro de los 2 (dos) Días Hábiles siguientes a su fecha de firma y causará que dicho fedatario lo inscriba en el RUG.

THIRD. The Pledgor shall ratify this Agreement before a Mexican notary public within 2 (two) business days following its execution date and shall cause that said notary public records the Amendment Agreement in the RUG.

CUARTA. Salvo por lo expresamente previsto en el presente Convenio, las Partes reconocen y aceptan que los acuerdos entre las mismas previstos en el Contrato de Prenda y el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios, continuarán en pleno vigor y efectos conforme a sus términos y que el presente Convenio no constituye ni constituirá una novación de las obligaciones de las partes bajo dicho Contrato de Prenda.

FOURTH. Except as expressly provided in this Agreement, the Parties acknowledge and agree that the agreements between them set forth in the Pledge Agreement and Financing Agreement, as amended by the Amendment Agreements shall continue in full force and effect in accordance with their terms, and that this Amendment Agreement shall not constitute and will not constitute a novation of the obligations of the parties under said Pledge Agreement.

QUINTA. El Deudor Prendario pagará todos los costos, gastos, honorarios, derechos e impuestos razonables y documentados que se tengan que pagar para, o como consecuencia de, la suscripción de este Convenio.

FIFTH. The Pledgor shall pay all reasonable and documented out-of-pocket fees, costs, expenses, taxes, and levies arising from the execution of this Amendment Agreement.

GA #.

SEXTA. Este Convenio se regirá e interpretará conforme a las leyes de México. Para todo lo relativo a la interpretación, cumplimiento y ejecución de este Convenio, las Partes se someten a la jurisdicción y competencia de los tribunales federales de la Ciudad de México, México, renunciando a cualquier otro fuero que, por razón de su domicilio presente o futuro o cualquier otra causa, pudiere corresponderles. Para efectos de los artículos 1093 y 1104, fracciones I y II del Código de Comercio, las Partes acuerdan que el Deudor Prendario deberá cumplir sus obligaciones al amparo del presente Convenio y podrá ser requerido judicialmente para ello, en la Ciudad de México, México.

SIXTH. This Amendment Agreement shall be governed by and construed in accordance with the laws of Mexico. For the interpretation, performance and enforcement of this Amendment Agreement, each of the Parties hereto, hereby irrevocably submits to the jurisdiction of the competent federal courts located in Mexico City, Mexico, and expressly waives any other jurisdiction they may be entitled to now or hereafter, by reason of its present or future domicile or any other reason. For the purposes of articles 1093 and 1104, fractions I and II of the Code of Commerce, the Parties agree that the Pledgor shall comply with its obligations under this Amendment Agreement and shall be judicially required to do so, in Mexico City, Mexico.

SÉPTIMA. Este convenio se suscribe en inglés y español. En caso de conflictos entre las versiones en inglés y español, prevalecerá la versión en español de este convenio en todos los casos.

SEVENTH. This agreement is executed in both English and Spanish languages. In case of conflicts between the English and Spanish versions, the Spanish version of this agreement shall always prevail.

Las Partes suscriben el presente Convenio en la fecha señalada en el proemio del mismo.

The Parties execute this Amendment Agreement on the date first written above.

[*Resto de la página en blanco – Siguen hojas de firma*]

[*Rest of the page blank – Signature pages to follow*]

DEUDOR PRENDARIO/THE PLEDGOR

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

Por / By: _____

Nombre / Name: MANUEL SENDEROS FERNÁNDEZ

Cargo / Title:

Esta hoja de firmas corresponde al Segundo Convenio Modificatorio al Contrato de Prenda sin Transmisión de Posesión de fecha [18] de agosto de 2023, suscrito por AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., como Deudor Prendario, y BLUE TORCH FINANCE LLC, como Acreedor Prendario.

This signature page corresponds to the Second Amendment Agreement to the Non-Possessory Pledge Agreement dated August [18], 2023, signed by AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., as Pledgor, and BLUE TORCH FINANCE LLC, as Pledgee.

GA #.

ACREEDOR PRENDARIO/THE PLEDGEE

BLUE TORCH FINANCE LLC

Por / By: _____
Nombre / Name: KEVIN GENDA
Cargo / Title: CEO

Esta hoja de firmas corresponde al Segundo Convenio Modificatorio al Contrato de Prenda sin Transmisión de Posesión de fecha 18 de Agosto de 2023, suscrito por AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., como Deudor Prendario, y BLUE TORCH FINANCE LLC, como Acreedor Prendario.

This signature page corresponds to the Second Amendment Agreement to the Non-Possessory Pledge Agreement dated August 18 2023, signed by AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., as Pledgor, and BLUE TORCH FINANCE LLC, as Pledgee.

EXHIBIT 20

Second Amendment to the Share and Equity Interest Pledge Agreement

SEGUNDO CONVENIO MODIFICATORIO DE FECHA [18] DE AGOSTO DE 2023 (EL "**CONVENIO**") AL CONTRATO DE PRENDA SOBRE ACCIONES Y PARTES SOCIALES DE FECHA 6 DE ENERO DE 2023 (EL "**CONTRATO DE PRENDA**"), QUE CELEBRAN IT GLOBAL HOLDING, LLC.,
QMX INVESTMENT HOLDING USA, INC., ENTREPIDS TECHNOLOGY INC., AGILETHOUGHT, INC., 4TH SOURCE MEXICO, LLC., Y 4TH SOURCE, LLC. (LOS "**DEUDORES PRENDARIOS**") Y BLUE TORCH FINANCE LLC, (EL "**ACREEDOR PRENDARIO**" EN CONJUNTO CON LOS DEUDORES PRENDARIOS, LAS "**PARTES**"), CON LA COMPARECENCIA, RECONOCIMIENTO Y ACEPTACIÓN DE AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MÉXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., AGILETHOUGHT SERVICIOS MÉXICO, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V. (LOS "COMPARECIENTES"); DE CONFORMIDAD CON LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS.

SECOND AMENDMENT AGREEMENT DATED AS OF AUGUST [18], 2023 (THE "**AMENDMENT AGREEMENT**") TO THE SHARE AND EQUITY INTEREST PLEDGE AGREEMENT DATED AS OF JANUARY 6, 2023 (THE "**PLEDGE AGREEMENT**"), ENTERED INTO BY AND BETWEEN THE IT GLOBAL HOLDING, LLC.,
QMX INVESTMENT HOLDING USA, INC., ENTREPIDS TECHNOLOGY INC., AGILETHOUGHT, INC., 4TH SOURCE MEXICO, LLC., Y 4TH SOURCE, LLC (THE "**PLEDGORS**") AND BLUE TORCH FINANCE LLC, (THE "**PLEDGEE**", AND TOGETHER WITH THE PLEDGORS, THE "**PARTIES**"), WITH THE APPEARANCE, ACKNOWLEDGEMENT AND ACCEPTANCE OF AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MÉXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., AGILETHOUGHT SERVICIOS MÉXICO, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V. (THE "APPEARING PARTIES"); PURSUANT TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES.

Los términos con mayúscula inicial que se utilizan en el presente Convenio tendrán el significado que a los mismos se les atribuye en el Contrato de Prenda, salvo que sean definidos de forma distinta en el presente Convenio.

Terms with initial capital letter used in this Amendment Agreement shall have the meaning ascribed to them in the Pledge Agreement, except as otherwise defined in this Amendment Agreement.

ANTECEDENTES

I. Con fecha 27 de mayo de 2022, AN Global, LLC como acreditado (el "Acreditado"), AgileThought, Inc., como compañía tenedora ("Holdings") y diversas de sus subsidiarias como Garantes (según el término *Guarantors* se define en el Contrato de Financiamiento), las partes que en el mismo se identifican como

RECITALS

I. On May 27, 2022, AN Global, LLC, as borrower (the "Borrower"), AgileThought Inc., as a holding company ("Holdings") and certain of its subsidiaries as Guarantors (as such term is defined in the Financing Agreement), the parties identified therein as Lenders (as such term is defined in the Financing Agreement) and the

Acreedores (según el término *Lenders* se define en el Contrato de Financiamiento), y el Acreedor Prendario como agente administrativo y agente de garantías (el "Agente Administrativo") suscribieron un contrato de financiamiento (según el mismo ha sido modificado mediante la Renuncia y el Convenio Modificatorio No. 1 al Contrato de Crédito de fecha 10 de agosto de 2022, el Convenio Modificatorio No. 2 al Contrato de Crédito de fecha 01 de noviembre de 2022, la Dispensa y Convenio Modificatorio No. 3 al Contrato de Crédito de fecha 19 de diciembre de 2022, el Convenio Modificatorio No. 4 al Contrato de Crédito, de fecha 7 de marzo de 2023, la carta contrato suplementaria al Convenio Modificatorio No. 4 de fecha 9 de marzo de 2023, el Convenio Modificatorio No. 5 al Contrato de Crédito de fecha 20 de abril de 2023, el Convenio Modificatorio No. 6 de fecha 17 de julio de 2023, según el mismo sea modificado y/o reexpresado, complementado o de alguna forma modificado de tiempo en tiempo (el "Contrato de Financiamiento").

Pledgee as administrative agent and collateral agent (the "Administrative Agent") entered into a financing agreement (as amended by certain Waiver and Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023, that certain Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, that certain Amendment No. 5 to Financing Agreement, dated as of April 20, 2023, that certain Amendment No. 6 to Financing Agreement, dated as of July 17, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "Financing Agreement").

II. Con fecha 6 de enero de 2023, las Partes celebraron un contrato de prenda (el "**Contrato de Prenda**") sobre acciones y partes sociales por virtud del cual los Deudores Prendarios pignoraron a favor del Acreedor Prendario, para beneficio de las Partes Garantizadas, las Acciones y Partes Sociales Pignoradas, para garantizar el pago puntual y oportuno de ciertas obligaciones que se derivan del Contrato de Financiamiento.

II. On January 06, 2023, the Pledgors and the Pledgee entered into a pledge agreement (the "**Pledge Agreement**") over the share and equity interest by virtue of which the Pledgors pledged in favor of the Pledgee, for the benefit of the Secured Parties, the Pledged Shares and Equity Interest, in order to guarantee the timely and prompt payment of certain obligations arising from the Financing Agreement.

III. Con fecha de 20 de abril de 2023, se celebró el Convenio Modificatorio No. 5 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No. 5").

III. On April 20, 2023, Amendment No. 5 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No. 5").

IV. Con fecha 17 de julio de 2023 se celebró el Convenio Modificatorio No. 6 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No.6" y junto con el "Convenio Modificatorio No. 5, los "Convenios Modificatorios").

IV. On July 17, 2023, Amendment No. 6 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No. 6" and together with the Amendment Agreement No. 5, the "Amendment Agreements").

V. Con fecha 4 de agosto de 2023, las Partes celebraron el Convenio Modificatorio al Contrato de Prenda (el "Modificatorio al Contrato de Prenda"), para garantizar la ampliación a la línea de crédito según los Convenios Modificatorios.

VI. Con fecha [18] de agosto de 2023, se celebró el Convenio Modificatorio No.7 al Contrato de Financiamiento mediante el cual, los Acreedores ampliaron la línea de crédito en favor del Acreditado (el "Convenio Modificatorio No.7").

V. On August 4, 2023, the Pledgor and the Pledgee entered into an Amendment Agreement to the Pledge Agreement (the "Amendment to the Pledge Agreement"), in order to guarantee the extension of the credit line according to the Amendment Agreements.

VI. On August [18], 2023, Amendment No. 7 to the Financing Agreement was executed, whereby the Lenders extended the credit line in favor of the Borrower (the "Amendment No.7").

DECLARACIONES

I. Cada uno de los Deudores Prendarios declara, de manera individual, por conducto de su representante legal, que:

a) Es una sociedad debidamente constituida y válidamente existente de conformidad con las leyes del estado de Delaware, Estados Unidos de América.

b) Su representante legal cuenta con facultades suficientes para la celebración del presente Convenio.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de garantizar con las Acciones y Partes Sociales Pignoradas el pago puntual y oportuno de ciertas obligaciones que se derivan del Contrato de Financiamiento, según ha sido modificado por el Convenio Modificatorio No.7.

d) Ratifica a esta fecha todas y cada una de las declaraciones contenidas en el Contrato de Prenda, salvo por aquellas declaraciones referidas a una fecha específica.

II. El Acreedor Prendario declara, por conducto de su representante legal, que:

a) Es una sociedad de responsabilidad limitada (*limited liability company*) constituida de conformidad con las leyes del estado de Delaware, Estados Unidos de América.

REPRESENTATIOS

I. Each of the Pledgors represents and warrants, individually, through its legal representative, that:

a) It is a duly incorporated and validly existing company in accordance with the laws of the state of Delaware, United States of America.

b) Its representative has sufficient authority to enter into this Amendment Agreement.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, in order to secure with the Pledged Shares and Equity Interests the timely and prompt payment of certain obligations arising from the Financing Agreement, as amended by the Amendment No.7.

d) It hereby ratifies, as of this date, each and every one of the representations contained in the Pledge Agreement, except for those representations referred to a specific date.

II. The Pledgee represents and warrants, through its legal representative, that:

a) It is a limited liability company incorporated in accordance with the laws of the state of Delaware, United States of America.

b) Su representante legal cuenta con facultades suficientes para la celebración del presente Convenio.

b) Its legal representative has sufficient authority to enter into this Amendment Agreement.

c) Desea modificar el Contrato de Prenda de conformidad con los términos de este Convenio, a fin de que los Deudores Prendarios garanticen con las Acciones y Partes Sociales Pignoradas el pago puntual y oportuno de todas las obligaciones que se derivan del Contrato de Financiamiento, según ha sido modificado por el Convenio Modificatorio No.7.

c) It desires to modify the Pledge Agreement in accordance with the terms of this Agreement, so that the Pledgors guarantee, with the Pledged Shares and Equity Interests, the timely and prompt payment of all obligations under the Financing Agreement, as amended by the Amendment No.7.

En virtud de lo anterior, las Partes convienen las siguientes:

In light of the foregoing, the Parties agree to the following:

CLÁUSULAS

CLAUSES

PRIMERA. Las Partes convienen que el término definido "Obligaciones Garantizadas" contenido en la Cláusula Primera del Contrato de Prenda incluye, adicional a las obligaciones ya previstas, el pago oportuno de las obligaciones contenidas en el Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios. A partir de la fecha de este Convenio Modificatorio, cualquier referencia en el Contrato de Prenda que se refiera a las Obligaciones Garantizadas se interpretará para incluir las obligaciones bajo el Contrato de Financiamiento, según ha sido modificado por el Convenio Modificatorio No.7.

FIRST. The Parties agree that the defined term "Secured Obligations" as set forth in Clause One of the Pledge Agreement includes, in addition to the already stipulated obligations, the timely payment of the obligations contained in the Financing Agreement, as amended by the Amendment Agreements. From the effective date of this Amendment Agreement, any reference in the Pledge Agreement to the Secured Obligations shall be interpreted to include the obligations under the Financing Agreement, as amended by the Amendment No.7.

SEGUNDA. Los Deudores Prendarios ratifican y confirman la voluntad de pignorar en favor del Acreedor Prendario, para beneficio de las Partes Garantizadas, las Acciones y Partes Sociales Pignoradas a efecto de garantizar el cumplimiento total y oportuno de las Obligaciones Garantizadas bajo el Contrato de Financiamiento, según ha sido modificado y/o reexpresado por el Convenio Modificatorio No.7.

SECOND. The Pledgors hereby ratify and confirm their intention to pledge in favor of the Pledgee, for the benefit of the Secured Parties, the Pledged Shares and Equity Interests, in order to guarantee the complete and timely fulfillment of the Secured Obligations under the Financing Agreement, as amended and/or restated by the Amendment No.7.

TERCERA. Salvo por lo expresamente previsto en el presente Convenio, las Partes reconocen y aceptan que los acuerdos entre las mismas previstos en el Contrato de Prenda y el

THIRD. Except as expressly provided in this Agreement, the Parties acknowledge and agree that the agreements between them set forth in the Pledge Agreement and Financing

Contrato de Financiamiento, según ha sido modificado por los Convenios Modificatorios continuarán en pleno vigor y efectos conforme a sus términos y que el presente Convenio no constituye ni constituirá una novación de las obligaciones de las partes bajo dicho Contrato de Prenda.

CUARTA. Los Comparecientes comparecen en este acto para su conocimiento, y se les da por instruido de hacer las anotaciones correspondientes en sus libros sociales y de accionistas así como a entregar copia de dichos asientos al Acreedor Prendario.

QUINTA. Los Deudores Prendarios pagarán todos los costos, gastos, honorarios, derechos e impuestos razonables y documentados que se tengan que pagar para, o como consecuencia de, la suscripción de este Convenio.

SEXTA. Este Convenio se regirá e interpretará conforme a las leyes de México. Para todo lo relativo a la interpretación, cumplimiento y ejecución de este Convenio, las Partes se someten a la jurisdicción y competencia de los tribunales federales de la Ciudad de México, México, renunciando a cualquier otro fuero que, por razón de su domicilio presente o futuro o cualquier otra causa, pudiere corresponderles. Para efectos de los artículos 1093 y 1104, fracciones I y II del Código de Comercio, las Partes acuerdan que los Deudores Prendarios deberán cumplir sus obligaciones al amparo del presente Convenio y podrán ser requeridos judicialmente para ello, en la Ciudad de México, México.

SÉPTIMA. Este convenio se suscribe en inglés y español. En caso de conflictos entre las versiones en inglés y español, prevalecerá la versión en español de este convenio en todos los casos.

Las Partes suscriben el presente Convenio en la fecha señalada en el proemio del mismo.

[*Resto de la página en blanco – Siguen hojas de firma*]

Agreement, as amended by Amendment Agreements shall continue in full force and effect in accordance with their terms, and that this Amendment Agreement shall not constitute and will not constitute a novation of the obligations of the parties under said Pledge Agreement.

FOURTH. The Appearing Parties hereby appear for their acknowledgment, and they are instructed to make the corresponding notations in their partners and shareholders books, as well as to deliver copies of such entries to the Pledgee.

FIFTH. The Pledgors shall pay all reasonable and documented out-of-pocket fees, costs, expenses, taxes and levies arising from the execution of this Amendment Agreement.

SIXTH. This Amendment Agreement shall be governed by and construed in accordance with the laws of Mexico. For the interpretation, performance and enforcement of this Amendment Agreement, each of the Parties hereto, hereby irrevocably submits to the jurisdiction of the competent federal courts located in Mexico City, Mexico, and expressly waives any other jurisdiction they may be entitled to now or hereafter, by reason of its present or future domicile or any other reason. For the purposes of articles 1093 and 1104, fractions I and II of the Code of Commerce, the Parties agree that the Pledgors shall comply with their obligations under this Amendment Agreement and shall be judicially required to do so, in Mexico City, Mexico.

SEVENTH. This agreement is executed in both English and Spanish languages. In case of conflicts between the English and Spanish versions, the Spanish version of this agreement shall always prevail.

The Parties execute this Amendment Agreement on the date first written above.

[Rest of the page blank – Signature pages to follow]

LOS DEUDORES PRENDARIOS/THE PLEDGORS:
IT GLOBAL HOLDING, LLC.
QMX INVESTMENT HOLDING USA, INC.
ENTREPIDS TECHNOLOGY INC.
AGILETHOUGHT, INC.
4TH SOURCE MEXICO, LLC.
4TH SOURCE, LLC

Por/ By: _____
Nombre/Name: Manuel Senderos Fernández
Cargo/Tilte: Apoderado / Attorney-in-fact

Esta hoja de firmas corresponde al Segundo Convenio Modificatorio de fecha [18] de agosto de 2023, al Contrato de Prenda sobre Acciones y Partes Sociales de fecha de 6 de enero de 2023, suscrito por IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, como deudores prendarios y BLUE TORCH FINANCE LLC, como acreedor prendario, con la comparecencia de AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V.

This signature page corresponds to the Second Amendment Agreement dated as of August [18], 2023, to the Pledge Agreement over Share and Equity Interest dated as of January 6, 2023, entered by and among by IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, as Pledgors and BLUE TORCH FINANCE LLC, as Pledgee, with the appearance of AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. AND AN EVOLUTION, S. DE R.L. DE C.V.

GA #

ACREEDOR PRENDARIO/THE PLEDGEE

BLUE TORCH FINANCE LLC

Por / By: _____
Nombre / Name: KEVIN GENDA
Cargo / Tilte: CEO

Esta hoja de firmas corresponde al Segundo Convenio Modificatorio al Contrato de Prenda sobre Acciones y Partes Sociales de fecha 18 de Agosto de 2023, suscrito por IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, como deudores prendarios y BLUE TORCH FINANCE LLC, como acreedor prendario, con la comparecencia de AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V.

This signature page corresponds to the Second Amendment Agreement to the Pledge Agreement over Shares and Equity Interest dated August 18, 2023, entered by and among by IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, as Pledgors and BLUE TORCH FINANCE LLC, as Pledgee, with the appearance of AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. AND AN EVOLUTION, S. DE R.L. DE C.V.

CON LA COMPARECENCIA, RECONOCIMIENTO Y CONSENTIMIENTO DE LAS SOCIEDADES/WITH THE APPEARANCE, ACKNOWLEDGEMENT AND CONSENT OF THE COMPANIES

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V., AN EVOLUTION, S. DE R.L. DE C.V.

Por / By: _____

Nombre / Name: MANUEL SENDEROS FERNÁNDEZ

Cargo / Tilte:

Esta hoja de firmas corresponde al Segundo Convenio Modificatorio de fecha [18] de agosto de 2023, al Contrato de Prenda sobre Acciones y Partes Sociales de fecha de 6 de enero de 2023, suscrito por IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, como deudores prendarios y BLUE TORCH FINANCE LLC, como acreedor prendario, con la comparecencia de AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. Y AN EVOLUTION, S. DE R.L. DE C.V.

This signature page corresponds to the Second Amendment Agreement dated as of August [18], to the Pledge Agreement over Share and Equity Interest dated as of January 6, 2023, entered by and among by IT GLOBAL HOLDING, LLC, QMX INVESTMENT HOLDING USA, INC, ENTREPIDS TECHNOLOGY INC, AGILETHOUGHT, INC, 4TH SOURCE MEXICO, LLC, 4TH SOURCE, LLC, as Pledgors and BLUE TORCH FINANCE LLC, as Pledgee, with the appearance of AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V., AGILETHOUGHT MEXICO, S.A. DE C.V., AN DATA INTELLIGENCE, S.A. DE C.V., AN EXTEND, S.A. DE C.V., AN UX, S.A. DE C.V., FAKTOS INC, S.A.P.I. DE C.V., FACULTAS ANALYTICS, S.A.P.I. DE C.V., ENTREPIDS MEXICO, S.A. DE C.V., AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V., CUARTO ORIGEN, S. DE R.L. DE C.V. AND AN EVOLUTION, S. DE R.L. DE C.V.

GA #:

EXHIBIT 21

Amendment No. 7 to the Prepetition 1L Financing Agreement

EXECUTION VERSION

AMENDMENT NO. 7 TO FINANCING AGREEMENT

AMENDMENT NO. 7, dated as of August 18, 2023 (this "Amendment"), to that certain Financing Agreement, dated as of May 27, 2022 (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, that certain Waiver and Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, that certain Amendment No. 4 to Financing Agreement, dated as of March 7, 2023, that certain Amendment No. 4 supplemental agreement letter, dated as of March 9, 2023, that certain Amendment No. 5 to Financing Agreement, dated as of April 20, 2023, that certain Amendment No. 6 to Financing Agreement, dated as of July 17, 2023, and this Amendment, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Loan Parties have advised the Agents and Lenders that the Specified Defaults (as defined below) have occurred and are continuing;

WHEREAS, the Loan Parties have also advised the Agents and Lenders that the Loan Parties require immediate liquidity in order to continue to operate their businesses in the ordinary course;

WHEREAS, the Second Additional Term Loan Lenders are willing to provide additional liquidity on the terms set forth herein in order to permit the Loan Parties to continue to operate their businesses in the ordinary course; and

WHEREAS, the Loan Parties are entering into this Amendment with the understanding and agreement that none of the Agents' or any Lender's rights or remedies as set forth in the Financing Agreement or any other Loan Document are being waived or modified by the terms of this Amendment.

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

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments. The Financing Agreement (excluding all Schedules and Exhibits thereto, each of which shall remain as in effect immediately prior to the Amendment No. 7 Effective Date other than the addition of Schedule 1.01(A-4) thereto in the form appended to the end of Annex A hereto) is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and (ii) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the marked copy of the Financing Agreement attached as Annex A hereto and made a part hereof for all purposes.

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders on the Amendment No. 7 Effective Date as follows:

(a) Representations and Warranties; No Event of Default. (i) Except for (A) Section 6.01(h)(iii) of the Financing Agreement to the extent such section relates to the Specified Defaults, or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents prior to the Amendment No. 5 Effective Date and (B) Section 6.01(t) of the Financing Agreement to the extent relating to the period on or prior to the Amendment No. 7 Effective Date (collectively, the "Representation Exceptions"), the representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties are true and correct in all respects subject to such qualification) on and as of the Amendment No. 7 Effective Date as though made on and as of such dates, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty is true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties are true and correct in all respects subject to such qualification) on and as of such earlier date), and (ii) except for the Specified Defaults, no Default or Event of Default has occurred and is continuing as of the Amendment No. 7 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Solvency. That, on and as of the Amendment No. 7 Effective Date, the Loan Parties (on a consolidated basis) are Solvent (as defined below). For purposes of this clause (b) and Section 4(d)(iii) below, "Solvent" means, with respect to any Person on a particular date, that on such date (i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its

existing debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business other than any debts subject to forbearance, current balances in accounts payable disclosed to such Person's lenders (or such lenders' agent) (the "Lender Parties") and certain tax liabilities disclosed to the Lender Parties prior to the Amendment No. 6 Effective Date, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature except as set forth in the most recent 13-Week Cash Flow Forecast disclosed to the Lender Parties, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. For purposes of this clause (b), the amount of any contingent obligations at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, would reasonably be expected to become an actual and matured liability.

(c) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment, the Financing Agreement and the other Loan Documents, and (iii) is duly qualified to do business in, and is in good standing in, each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(d) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of this Amendment, the Financing Agreement and the other Loan Documents, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

(e) Enforceability of Loan Documents. This Amendment, the Financing Agreement, and each other Loan Document to which any Loan Party is or will be a party, is and will be a legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(f) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of this Amendment or any other Loan Document to which it is or will be a party.

(g) Security Agreement Compliance. (i) The representations and warranties in Sections 5(b), (f) and (k) of the Security Agreement are true and correct in all material respects on and as of the Amendment No. 7 Effective Date as though made on and as of such date and (ii) each Loan Party is in compliance with that certain obligation under Section 4(a) of the Security Agreement to deliver all Pledged Interests (as defined in the Security Agreement) from time to time required to be pledged to the Collateral Agent pursuant to the terms of the Security Agreement or the Financing Agreement.

(g) No Duress. This Amendment has been entered into without force or duress, in the free will of each Loan Party. Each Loan Party's decision to enter into this Amendment is a fully informed decision and such Loan Party is aware of all legal and other ramifications of such decision.

(h) Counsel. Each Loan Party has read and understands this Amendment, has consulted with and been represented by legal counsel in connection herewith, and has been advised by its counsel of its rights and obligations hereunder.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 7 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, (i) all fees, costs and expenses then due and payable, if any, pursuant to Section 2.07 or 12.04 of the Financing Agreement and (ii) any fees due and payable as of the Amendment No. 7 Effective Date pursuant to the Amendment No. 7 Fee Letter (as defined below), which fees, in the case of this clause (ii), shall be paid in kind by capitalizing such fees and adding such capitalized amount to the outstanding principal amount of the Term Loans in accordance therewith.

(b) Representations and Warranties. Except for the Representation Exceptions, the representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 7 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any

such representation or warranty that already is qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representation and warranty shall be true and correct in all respects subject to such qualification) on and as of such earlier date).

(c) No Default; Event of Default. Except for the Specified Defaults, no Default or Event of Default shall have occurred and be continuing on the Amendment No. 7 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 7 Effective Date the following, in form and substance satisfactory to the Agents, unless indicated otherwise, dated the Amendment No. 7 Effective Date:

(i) this Amendment, duly executed and delivered by the Loan Parties, each Agent, the Required Lenders and the Second Additional Term Loan Lenders, in form and substance satisfactory to the Agents;

(ii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto, confirming that such Governing Documents have not been amended or modified since the Effective Date, (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the transactions contemplated by this Amendment and the Amendment No. 7 Fee Letter, (2) the execution, delivery and performance by such Loan Party of this Amendment and the Amendment No. 7 Fee Letter, and (3) the execution, delivery and performance of the other documents to be delivered by such Person in connection with this Amendment, (C) the names and true signatures of the representatives of such Loan Party authorized to sign this Amendment, the Amendment No. 7 Fee Letter and the other documents to be executed and delivered by such Loan Party in connection herewith, together with evidence of the incumbency of such Authorized Officers and (D) as to the matters set forth in subsections (b) and (c) of this Section 4;

(iii) a certificate of the chief financial officer of Holdings, certifying on behalf of the Loan Parties that the Loan Parties (on a consolidated basis), after giving effect to any Loans made on the Amendment No. 7 Effective Date, are Solvent;

(iv) a fully executed copy of the Fee Letter, dated the Amendment No. 7 Effective Date, among the Borrower and the Agents (the "Amendment No. 7 Fee Letter");

(v) fully executed copies of (A) the Amendment Agreement, dated as of the Amendment No. 7 Effective Date, to the Non-Possessory Pledge Agreement dated as of January 6, 2023, among AgileThought Digital Solutions, S.A.P.I. de C.V. and the Collateral Agent (the "Non-Possessory Pledge Amendment") and (B) the Amendment Agreement, dated as of the Amendment No. 7 Effective Date, to the Mexican Pledge Agreement, among the Pledgors (as defined therein) and the Collateral Agent; and

(v) a fully executed copy of Amendment No. 3 to Subordination and Intercreditor Agreement, in form and substance satisfactory to the Agents, dated as of the Amendment No. 7 Effective Date, among the Administrative Agent, the Existing Second Lien Collateral Agent and GLAS USA LLC, as administrative agent under the Existing Second Lien Credit Facility, and acknowledged by each of the Loan Parties.

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

5. Condition Subsequent to Effectiveness of this Agreement. The Loan Parties agree that, in addition to all other terms, conditions and provisions set forth in this Agreement, including, without limitation, those conditions to the Amendment No. 7 Effective Date set forth herein, AgileThought Digital Solutions, S.A.P.I. de C.V. shall, within two (2) Business Days after the Amendment No. 7 Effective Date (or such later date as may be agreed by the Administrative Agent in its sole discretion), ratify the Non-Possessory Pledge Amendment before a Mexican notary public and shall cause such notary public to record the Non-Possessory Pledge Amendment in the Registro Único De Garantías Mobiliarias (it being understood that the failure by AgileThought Digital Solutions, S.A.P.I. de C.V. to perform or cause to be performed such condition subsequent shall constitute an immediate Event of Default (without giving effect to any grace periods set forth in the Financing Agreement)).

6. Acknowledgments by Loan Parties. Each Loan Party acknowledges and agrees as follows:

(a) Acknowledgment of Debt. As of the close of business on the Amendment No. 7 Effective Date, each Loan Party is indebted, jointly and severally, to the Lenders and the Agents, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Financing Agreement and the other Loan Documents in the aggregate principal amount of not less than $93,640,057.55 (inclusive of all fees due and payable under the Amendment No. 7 Fee letter and capitalized as of the date hereof), plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

(b) Acknowledgment of the Specified Defaults. On and as of the date hereof: (i) each of the Events of Default enumerated on Schedule 1 attached hereto (the "Specified Defaults") has occurred and is continuing; (ii) the Agents and Lenders have not waived in any respect any Specified Defaults; (iii) the Agents and Lenders have not waived any of their rights

and remedies with respect to the Specified Defaults; and (iv) the Agents and Lenders are permitted immediately to accelerate the Obligations and exercise all rights and remedies available under the Loan Documents, applicable law and/or otherwise as a result of any of the Specified Defaults. For the avoidance of doubt, none of this Amendment, the availability of the Second Additional Term Loan Commitments or the funding by the Second Additional Term Loan Lenders of the Second Additional Term Loan shall be construed (A) as a waiver, forbearance or standstill of any of the rights and remedies of the Agents and Lenders with respect to any of the Specified Defaults or any other Event of Default that has occurred, is continuing or may occur after the date hereof or (B) as an obligation or commitment by the Lenders to fund additional Loans after the date hereof.

(c) Acknowledgment that Liabilities Continue in Full Force and Effect. The Loans and all other liabilities and Obligations of the Loan Parties under the Financing Agreement and each other Loan Document remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery of this Amendment or by the agreements and undertakings of the parties contained herein.

(d) Acknowledgment of Perfection of Security Interest. As of the date hereof, the security interests and Liens granted to the Collateral Agent, for its benefit and the benefit of the Lenders, under the Loan Documents securing the Obligations are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Loan Documents.

7. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 7 Effective Date, all references in any such Loan Document to "the Financing Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Financing Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Financing Agreement or any other

Loan Document nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

8. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

9. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Financing Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

10. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Related Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 7 Effective Date directly arising out of, connected with or related to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral (other than, for the avoidance of doubt, any failure by any Second Additional Term Loan Lender to make the Second Additional Term Loans pursuant to Section 2.01(a)(iv) of the Financing Agreement on the Amendment No. 7 Effective Date upon the effectiveness of this Amendment). Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

11. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

12. Reaffirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid, perfected, first priority (unless otherwise expressly permitted under the Loan Documents) Liens, and (b) agrees that this Amendment and all documents executed in connection herewith shall in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Loan Documents. Guarantors' Acknowledgment. Each Guarantor hereby acknowledges and agrees to this Amendment and confirms and agrees that its Guaranty (as modified and supplemented in connection with this Amendment) is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. Although the Administrative Agent has informed the Guarantors of the matters set forth above, and each Guarantor has acknowledged the same, each Guarantor understands and agrees that the Agents and the Lenders have no duty under the Financing Agreement, or any other agreement with any Guarantor, to so notify any Guarantor or to seek such an acknowledgement, and nothing contained herein is intended to or shall create such a duty as to any transaction hereafter.

14. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Financing Agreement. Accordingly, it shall be an immediate Event of Default under the Financing Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any material respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Sections 12.10 and 12.11 (*Consent to Jurisdiction; Services of Process and Venue;* and *Waiver of Jury Trial, Etc.*) of the Financing Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

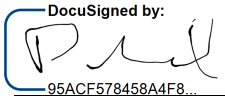
[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWER:

AN GLOBAL LLC

DocuSigned by:

By: 
95ACF578458A4F8...

Name: Patrick Bartels Jr.
Title: Manager

GUARANTORS:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 46EECA854EC64B4...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By:_____
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

GUARANTORS:

AGILETHOUGHT, INC.

By:_____
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By:_____
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By:_____
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Mauricio Garduno 9CAF66D4D13C4E8...
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Mauricio Garduno 9CAF66D4D13C4E8...

Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

BLUE TORCH FINANCE LLC, as Collateral Agent and Administrative Agent
By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

LENDERS:

BLUE TORCH CREDIT OPPORTUNITIES FUND II LP
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT FUND L.P.

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Kevin Genda in his capacity as authorized signatory of Blue Torch Capital LP, as agent and attorney-in-fact for Swiss Capital BTC OL Private Debt Fund L.P.

BLUE TORCH CREDIT OPPORTUNITIES FUND III LP
By: Blue Torch Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS FUND II, LLC
By: Blue Torch Credit Opportunities Fund II LP, its sole member
By: Blue Torch Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SBAF FUND LLC
By: Blue Torch Credit Opportunities SBAF Fund LP, its sole member
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS KRS FUND LLC
By: Blue Torch Credit Opportunities KRS Fund LP, its sole member
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES SBAF FUND LP
By: Blue Torch Credit Opportunities SBAF GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH CREDIT OPPORTUNITIES KRS FUND LP
By: Blue Torch Credit Opportunities KRS GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-B LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND II-C LLC
By: Blue Torch Offshore Credit Opportunities Master Fund II LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC OFFSHORE HOLDINGS FUND III LLC
By: Blue Torch Offshore Credit Opportunities Master Fund III LP, its sole member
By: Blue Torch Offshore Credit Opportunities GP III LLC, its general partner
By: KPG BTC Management LLC, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BTC HOLDINGS SC FUND LLC
By: Blue Torch Credit Opportunities SC Master Fund LP, its sole member
By: Blue Torch Credit Opportunities SC GP LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

BLUE TORCH OFFSHORE CREDIT OPPORTUNITIES MASTER FUND II LP
By: Blue Torch Offshore Credit Opportunities GP II LLC, its general partner
By: KPG BTC Management LLC, its sole member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: Managing Member

SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP
A SEGREGATED PORTFOLIO OF SWISS CAPITAL PRIVATE DEBT (OFFSHORE) FUNDS SPC

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...

Name: Kevin Genda
Title: Authorized Signatory of Blue Torch Capital LP in its capacity as investment manager to SWISS CAPITAL BTC OL PRIVATE DEBT OFFSHORE SP

ANNEX A

Amended Financing Agreement

(See Attached)

FINANCING AGREEMENT

Dated as of May 27, 2022

by and among

AGILETHOUGHT, INC.,
as Holdings,

AN GLOBAL LLC,
as the Borrower,

EACH OTHER SUBSIDIARY OF HOLDINGS
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

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Page

SCHEDULES AND EXHIBITS

FINANCING AGREEMENT

Financing Agreement, dated as of May 27, 2022, by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower consisting of (a) an initial term loan in the aggregate principal amount of $55,000,000, (b) an additional term loan in the aggregate principal amount of $4,635,490, ~~and~~ (c) a second additional term loan in the aggregate principal amount of $10,598,775 and (d) a revolving credit facility in an aggregate principal amount not to exceed $6,000,000 at any time outstanding. The proceeds of the initial term loan and any loans made under the revolving credit facility shall be used (i) to refinance existing indebtedness of the Borrower, (ii) to pay up to $9,000,000 of certain past-due accounts payable of the Loan Parties, (iii) for general working capital purposes, (iv) to pay fees and expenses related to this Agreement, and (v) in the case of the 2023 Incremental Revolving Loans, the Additional Term Loans and the Second Additional Term Loans, solely to the extent set forth in the applicable Projected Daily Cash Flow Schedule. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"13-Week Cash Flow Forecast" has the meaning specified therefor in Section 7.01(a)(xx).

"2023 Incremental Revolving Commitment" means, with respect to each 2023 Incremental Revolving Loan Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A-2) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"2023 Incremental Revolving Loan" means a loan made by a 2023 Incremental Revolving Lender to the borrower pursuant to Section 2.01(a)(~~iv~~v).

"2023 Incremental Revolving Loan Lender" means a Lender with a 2023 Incremental Revolving Credit Commitment or a 2023 Incremental Revolving Loan.

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.10(a).

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Parties) that is secured on a junior basis to the Obligations, the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents and the Required Lenders and which is subject to an intercreditor agreement in form and substance satisfactory to the Agents and the Required Lenders.

"Additional Term Loan" means, collectively, the loans made by the Additional Term Loan Lenders to the Borrower on the Amendment No. 6 Effective Date pursuant to Section 2.01(a)(iii).

"Additional Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Additional Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-3) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Additional Term Loan Lender" means a Lender with an Additional Term Loan Commitment or an Additional Term Loan.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment.

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Accounts" means one or more accounts designated by the Administrative Agent at a bank designated by the Administrative Agent from time to time as the accounts into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the

management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" and "Agents" have the respective meanings specified therefor in the preamble hereto.

"Aggregate Payments" has the meaning specified therefor in Section 11.06.

"Agreement" means this Financing Agreement, including all amendments, restatements, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021 by Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among the Borrower, Holdings, the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility) and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations.

"Amendment No. 1" means that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 1 Effective Date" means August 10, 2022.

"Amendment No. 4 Effective Date" means March 7, 2023.

"Amendment No. 5" means that certain Amendment No. 5 to Financing Agreement, dated as of the Amendment No. 5 Effective Date, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 5 Effective Date" means April 20, 2023

"Amendment No. 5 Forbearance Agreement" means that certain Forbearance Agreement, dated as of April 18, 2023, between Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto

"Amendment No. 6" means that certain Amendment No. 6 to Financing Agreement, dated as of the Amendment No. 6 Effective Date, by and among Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 6 Effective Date" means July 17, 2023

"Amendment No. 7" means that certain Amendment No. 7 to Financing Agreement, dated as of the Amendment No. 7 Effective Date, by and among Holdings, the Borrower, the other Guarantors party thereto, the Agents and the Lenders party thereto.

"Amendment No. 7 Effective Date" means August 18, 2023

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to $1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B).

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of any Revolving Loan or the Term Loans (or any portion thereof), (x) with respect to any Reference Rate Loan, 8.00% per annum and (y) with respect to any SOFR Loan, 9.00% per annum.

"Applicable Premium" means

(a) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (c), (d) or (e) of the definition thereof:

(i) during the period from and after the Effective Date up to and including the date that is the twelve (12) month anniversary of the Effective Date (the "First Period"), an amount equal to 3.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(ii) during the period after the First Period up to and including the date that is the twenty-four (24) month anniversary of the Effective Date (the "Second Period"), an amount equal to 2.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event;

(iii) during the period after the Second Period up to and including the date that is the thirty-six (36) month anniversary of the Effective Date (the "Third Period"), an amount equal to 1.00% times the sum of (A) the aggregate principal amount of the Term Loans outstanding on the date of such Applicable Premium Trigger Event and (B) the aggregate amount of Revolving Credit Commitments immediately prior to such Applicable Premium Trigger Event; and

(iv) thereafter, zero;

(b) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (a) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the permanent reduction of the Total Revolving Credit Commitments on such date; and

(iii) thereafter, zero;

(c) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clause (b) of the definition thereof:

(i) during the First Period, an amount equal to 3.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(ii) during the Second Period, an amount equal to 2.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date;

(iii) during the Third Period, an amount equal to 1.00% times the amount of the aggregate principal amount of the Term Loans being paid on such date; and

(iii) thereafter, zero~~.~~;

(d) as of the date of the occurrence of an Applicable Premium Trigger Event specified in clauses (b), (c), (d) and (e) of the definition thereof, an amount equal to the fee payable pursuant to clause (ii) of the second paragraph of that certain fee letter, dated the Amendment No. 7 Effective Date, among the Borrower and the Agents.

"Applicable Premium Trigger Event" means

(a) any permanent reduction of the Total Revolving Credit Commitment pursuant to Section 2.06 or Section 9.01;

(b) any payment by any Loan Party of all, or any part, of the principal balance of any Term Loan for any reason (including, without limitation, any optional prepayment or mandatory prepayment other than (x) any prepayment made pursuant to Section 2.06(c)(i) or Section 2.06(c)(iv) and (y) any regularly scheduled amortization payment made pursuant to Section 2.03(b)(z)) whether before or after (i) the occurrence of an Event of Default (which, in the case of the Applicable Premium amount specified in clause (d) of the definition of the Applicable Premium, occurs after the Amendment No. 7 Effective Date), or (ii) the commencement of any Insolvency Proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(c) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.01, including as a result of the commencement of an Insolvency Proceeding;

(d) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any Insolvency Proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the

making of a distribution of any kind in any Insolvency Proceeding to any Agent, for the account of the Lenders in full or partial satisfaction of the Obligations; or

(e) the termination of this Agreement for any reason.

"Approved Independent Director" has the meaning specified therefor in Section 7.01(s)(ii).

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Administrative Agent.

"Assignment of Business Interruption Insurance Policy" means that certain Assignment of Business Interruption Insurance Policy as Collateral Security, dated as of the date hereof, made by Holdings in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"Availability" means, at any time, the difference between (a) the Total Revolving Credit Commitment and (b) the aggregate outstanding principal amount of all Revolving Loans.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and a replacement of the applicable Benchmark has occurred pursuant to Section 2.08(f), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.08(f).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Required Lenders as the replacement Benchmark in their reasonable discretion; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Reference Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the

applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative.

"Benchmark Transition Event" means, with respect to any then-current Benchmark the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"Blocked Account" means that certain account number 359681695656 of the Administrative Agent.

"Blue Torch" has the meaning specified therefor in the preamble hereto.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members, any controlling committee or board of directors of such company, the manager or board of managers, the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close; provided that for purposes of determining the borrowing, payment or continuation of, or determination of interest rate on, SOFR Loans, "Business Day" shall exclude any day on which the Securities Industry and Financial Markets

Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Capital Expenditures" means, with respect to any Person for any period, the sum of (a) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed, including all Capitalized Lease Obligations, obligations under synthetic leases and capitalized software costs that are paid or due and payable during such period and (b) to the extent not covered by clause (a) above, the aggregate of all expenditures by such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Equity Interests of, any other Person.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party (other than the Mexican Loan Parties) maintained at one or more Cash Management Banks listed on Schedule 8.01 hereto.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy

promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Holdings was approved by a vote of at least a majority of the directors of Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Holdings;

(c) (i) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of the Borrower and (ii) Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 6.01(e)) of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the Existing Second Lien Credit Facility.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitments" means, with respect to each Lender, such Lender's Revolving Credit Commitment and Term Loan Commitment.

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

"Compliance Certificate" means a Compliance Certificate, substantially in the form of Exhibit E, duly executed by an Authorized Officer of Holdings.

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

"Consolidated Adjusted EBITDA" shall mean, for any period, the Consolidated EBITDA for such period plus or minus, as applicable, to the extent a Permitted Acquisition or a Disposition of assets by Holdings or its Subsidiaries has been consummated during such period, the Consolidated EBITDA attributable to such Permitted Acquisition or such Disposition, as the case may be (but only that portion of the Consolidated EBITDA attributable to the portion of such period that occurred prior to the date of consummation of such Permitted Acquisition or such Disposition, as the case may be).

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person for such period, plus

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; provided that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of Consolidated EBITDA of Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii)(B) above), 5% of Consolidated EBITDA of Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 7.01(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) this Agreement and the other Loan Documents, and (B) amendments to the Existing Second Lien Credit Facility in connection with this Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to the Effective Date (or within 120 days thereafter); provided that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed $5,250,000,

(xi) any additional addbacks satisfactory to the Administrative Agent in its sole discretion, minus

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vi) above by reason of a decrease in the value of any Equity Interest;

in each case, determined on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, "Consolidated EBITDA" for any period set forth on Schedule 1.01(D) shall be deemed equal to the amount for such period set forth on Schedule 1.01(D).

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; provided, however, that: (I) the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary; (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation; and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries; and (II) the following shall be added to consolidated net income (loss) of such Person only to the extent that, in calculating consolidated net income (without regard to this clause (II)) such amounts were deducted from consolidated net income: (w) the Waiver and Amendment Fee (as such term is defined in the agreement referred to in clause (y) of the definition of Fee Letter); (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added); and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a

consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), plus (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

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

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party (other than the Mexican Loan Parties) maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or

indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right" has the meaning specified in Section 9.02.

"Current Value" has the meaning specified therefor in Section 7.01(m).

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the Effective Date under the Existing First Lien Credit Agreement in an amount equal to $3,448,385.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Disbursement Letter" means a disbursement letter, in form and substance satisfactory to the Collateral Agent, by and among the Loan Parties, the Agents, the Lenders and the other Persons party thereto, and the related funds flow memorandum describing the sources and uses of all cash payments in connection with the transactions contemplated to occur on the Effective Date.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means seller notes, earn-outs or other obligations (other than customary purchase price adjustments and indemnification obligations) in connection with an Acquisition.

"ECF Percentage" means, for the fiscal year of Holdings ending on December 31, 2022 and each fiscal year thereafter, (i) 50.0% if the First Lien Leverage Ratio is greater than or equal to 2.50:1.00 as of the last day of such fiscal year, and (ii) 25.0% if the First Lien Leverage Ratio is less than 2.50:1.00 as of the last day of such fiscal year.

"Effective Date" has the meaning specified therefor in Section 5.01.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any

threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

"Erroneous Distribution" has the meaning specified therefor in Section 10.18.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Excess Cash Flow" means, with respect to any Person for any period, (a) Consolidated EBITDA of such Person and its Subsidiaries for such period, less (b) the sum of, without duplication, (i) all cash principal payments (excluding any principal payments made pursuant to Section 2.06(c)) on the Loans made during such period (but, in the case of the Revolving Loans, only to the extent that the Total Revolving Credit Commitment is permanently reduced by the amount of such payments), and all cash principal payments on Indebtedness (other than Indebtedness incurred under this Agreement) of such Person or any of its Subsidiaries during such period to the extent such other Indebtedness is permitted to

be incurred, and such payments are permitted to be made, under this Agreement (but, in the case of revolving loans, only to the extent that the revolving credit commitment in respect thereof is permanently reduced by the amount of such payments), (ii) all cash payment made in respect of Existing Earn-Out Obligations to the extent such payment is permitted by this Agreement, and all cash payments made in respect of Permitted Future Earn-Out Obligations, (iii) all Consolidated Net Interest Expense to the extent paid or payable in cash during such period, (iv) the cash portion of Capital Expenditures made by such Person and its Subsidiaries during such period to the extent permitted to be made under this Agreement (excluding Capital Expenditures to the extent financed through the incurrence of Indebtedness or through an Equity Issuance), (v) all scheduled loan servicing fees and other similar fees in respect of Indebtedness of such Person or any of its Subsidiaries paid in cash during such period, to the extent such Indebtedness is permitted to be incurred, and such payments are permitted to be made, under this Agreement, (vi) income taxes paid in cash by such Person and its Subsidiaries for such period, (vii) provisions for income and franchise taxes payable by such Person and its Subsidiaries for such period, (viii) Tax Distributions, (ix) all cash expenses, cash charges, cash losses and other cash items that were added back in the determination of Consolidated EBITDA for such period and (x) the excess, if any, of Working Capital at the end of such period over Working Capital at the beginning of such period (or minus the excess, if any, of Working Capital at the beginning of such period over Working Capital at the end of such period).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account specifically and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees and (b) any Petty Cash Accounts.

"Excluded Equity Issuance" means (a) in the event that Holdings or any of its Subsidiaries forms any Subsidiary in accordance with this Agreement, the issuance by such Subsidiary of Equity Interests to Holdings or such Subsidiary, as applicable, (b) the issuance of Equity Interests by Holdings to any Person that is an equity holder of Holdings prior to such issuance (an "Equity Holder") so long as such Equity Holder did not acquire any Equity Interests of Holdings so as to become an Equity Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Equity Holder, (c) the issuance of Equity Interests of Holdings to directors, officers and employees of Holdings and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors of Holdings, and (d) the issuance of Equity Interests by a Subsidiary of Holdings to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (a) – (c) above.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Mexican Loan Party as of the Amendment No. 1 Effective Date.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.10, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.10(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated or otherwise modified prior to the date hereof) by and among the Loan Parties party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and lead arranger.

"Existing First Lien Lenders" means the lenders party to the Existing First Lien Credit Facility.

"Existing Second Lien Collateral Agent" means GLAS Americas LLC.

"Existing Second Lien Credit Facility" means that certain Credit Agreement, dated as of November 22, 2021 (as (i) amended by that certain Amendment No. 1 to the Credit Agreement dated as of December 9, 2021, (ii) amended by that certain Amendment No. 2 to the Credit Agreement dated as of March 30, 2022, (iii) amended by that certain Amendment No. 3 to the Credit Agreement dated as of the date of this Agreement, (iv) amended by that certain Amendment No. 4 to the Credit Agreement dated as of August 10, 2022, (v) amended by that certain Amendment No. 5 to the Credit Agreement dated as of November 22, 2022, (vi) amended by that certain Amendment No. 6 to the Credit Agreement dated as of the Amendment No. 4 Effective Date and that certain Waiver to Credit Agreement dated as of the Amendment No. 4 Effective Date, (vii) modified by that certain Forbearance Agreement dated as of April 18, 2023, and (viii) further amended, restated or otherwise modified from time to time in accordance with the Intercreditor Agreement) by and among the Loan Parties party thereto, the lenders party thereto, the Existing Second Lien Collateral Agent, as collateral agent and GLAS USA LLC, as administrative agent.

"Existing Second Lien Lenders" means the lenders party to the Existing Second Lien Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to the Effective Date to the Existing First Lien Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $1,580,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021 by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Obligor" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Exitus Subordination Agreement" means that certain Subordination Agreement, dated as of July 26, 2021, by and among the Administrative Agent (as successor to the administrative agent under the Existing First Lien Credit Facility), Holdings, the Borrower, AgileThought Digital Solutions S.A.P.I. de C.V. and Exitus Capital, S.A.P.I. de C.V., as said agreement may be supplemented by an agreement in which Exitus Capital, S.A.P.I. de C.V. confirms the subordination provided thereby with respect to the Obligations.

"Extraordinary Receipts" means any cash received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.06(c)(ii) or (iii) hereof or proceeds of Indebtedness), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) pension plan reversions, (c) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Holdings or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly related to the event resulting from the payment of such proceeds), (d) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (e) condemnation awards (and payments in lieu thereof), (f) indemnity payments (other than to the extent such indemnity payments are (i) immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries or (ii) received by Holdings or any of its Subsidiaries as reimbursement for any costs previously incurred or any payment previously made by such Person) and (g) any purchase price adjustment received in connection with any purchase agreement.

"Facility" means the real property identified on Schedule 1.01(B) and any New Facility hereafter acquired by Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"Fair Share Contribution Amount" has the meaning specified therefor in Section 11.06.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal, tax or regulatory legislation, rules or official practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Internal Revenue Code and the Treasury Regulations thereunder.

"FCPA" has the meaning specified therefor in the definition of Anti-Corruption Laws.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means, collectively, (a) the fee letter, dated as of May 27, 2022, among the Borrower, the Lenders and the Administrative Agent, (b) the fee letter, dated as of the Amendment No. 4 Effective Date, among the Borrower, the Lenders and the Administrative Agent, (c) the fee letter, dated the Amendment No. 5 Effective Date, among the Borrower, the Lenders and the Administrative Agent ~~and~~, (d) the fee letter, dated the Amendment No. 6 Effective Date, among the Borrower and the Agents and (e) the fee letter, dated the Amendment No. 7 Effective Date, among the Borrower and the Agents.

"Final Maturity Date" means the earlier of (a) January 1, 2025, and (b) May 10, 2023; provided that, this clause (b) shall not apply if (i) Requisite Shareholder Approval (as defined in the Existing Second Lien Credit Facility) has been obtained or is deemed to have been obtained, in each case, in accordance with the terms of the Existing Second Lien Credit Facility, on or prior to May 10, 2023 or (ii) the Outstanding Obligations due to the Tranche B-1 Lender and the Tranche B-2 Lender (each as defined under the Existing Second Lien Credit Facility) have been converted into Conversion Payment Shares (as defined in the Existing Second Lien Credit Facility) on or before June 15, 2023. If any such date in this definition is not a Business Day, the immediately preceding Business Day shall be deemed to be the "Final Maturity Date" hereunder.

"Financial Advisor" has the meaning specified therefor in Section 7.01(s)(i).

"Financial Statements" means (a) the audited consolidated balance sheet of Holdings and its Subsidiaries for the Fiscal Year ended December 31, 2021, and the related consolidated statement of operations, shareholders' equity and cash flows for the Fiscal Year then ended, and (b) the unaudited consolidated balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2022, and the related consolidated statement of operations, shareholder's equity and cash flows for the fiscal quarter then ended.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness under the Existing Second Lien Credit Facility) to (b) Consolidated EBITDA of such Person and its Subsidiaries for such period, provided that for the purpose of calculating such ratio, the foregoing clause (a) shall exclude (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter) actually paid and added to the outstanding principal balance of the Term Loans (as of the date when paid and added), and (y) the additional fee of $500,000 paid by the Borrower on March 9, 2023 and added to the outstanding principal balance of the Term Loans on such date.

"First Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each year.

"Floor" means a rate of interest equal to 1.00% per annum.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Holdings that is not a Domestic Subsidiary.

"FTI" has the meaning specified therefor in Section 7.01(v).

"Funding Losses" has the meaning specified therefor in ~~Section 2.09~~Section 2.08(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof and consistent with those used in the preparation of the Financial Statements, provided, further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Collateral Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the

partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) Holdings, and each other Subsidiary of Holdings listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(c).

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the Consolidated EBITDA of Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Holdings delivered pursuant to Section 6.01(a)(ii) or (iii); provided that, if at any time the aggregate amount of that portion of Consolidated EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of Consolidated EBITDA of Holdings and its Subsidiaries or greater than 3% of the total assets of Holdings and its Subsidiaries for any such period, the Borrower shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of Consolidated EBITDA of Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Holdings and its Subsidiaries to equal or be less than 3%, and Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 7.01(b)(i).

"Incremental Revolving Loan" means either (i) the meaning specified therefor in Section 2.05(a) or (ii) a 2023 Incremental Revolving Loan.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

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

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Initial Term Loan" means, collectively, the loans made by the Initial Term Loan Lenders to the Borrower on the Effective Date pursuant to Section 2.01(a)(ii).

"Initial Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Initial Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-1) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Initial Term Loan Lender" means a Lender with an Initial Term Loan Commitment or an Initial Term Loan.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" has the meaning specified therefor in the Security Agreement.

"Intellectual Property Contracts" means all agreements concerning Intellectual Property, including without limitation license agreements, technology consulting agreements, confidentiality agreements, co-existence agreements, consent agreements and non-assertion agreements.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Holdings and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Intercreditor Agreement" means the Intercreditor and Subordination Agreement, dated as of the date hereof, by and among the Loan Parties, the Collateral Agent and the Existing Second Lien Collateral Agent.

"Interest Period" means, with respect to each SOFR Loan, a period commencing on the date of the making of such Term SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Reference Rate Loan to a SOFR Loan) and ending three months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the Term SOFR Reference Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is one or three months after the date on which the Interest Period began, as applicable, and (e) the Borrower may not elect an Interest Period which will end after the Final Maturity Date.

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

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise,

whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Investment Banker" has the meaning specified therefor in Section 7.01(s)(iii).

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability plus Qualified Cash.

"Loan" means any Term Loan or any Revolving Loan made by an Agent or a Lender to the Borrower pursuant to Article II hereof.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Assignment of Business Interruption Insurance Policy, any Control Agreement, the Disbursement Letter, the Fee Letter, any Guaranty, the Intercompany Subordination Agreement, the Intercreditor Agreement, the AGS Subordination Agreement, the Exitus Subordination Agreement, any Joinder Agreement, any Mortgage, any Security Agreement, any UCC Filing Authorization Letter, the VCOC Management Rights Agreement, any landlord waiver, any collateral access agreement, any Perfection Certificate and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation, in each case, as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time.

"Loan Party" means the Borrower and any Guarantor.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $250,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $250,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Mexican Loan Parties" means AgileThought Digital Solutions, S.A.P.I. de C.V. and AgileThought Mexico, S.A. de C.V.

"Mexican Pledge Agreement" means that certain Share and Equity Interest Pledge Agreement, dated as of January 6, 2023, by the Loan Parties party thereto in favor of the Collateral Agent.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith, (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) actually paid to a Person that, except in the case of reasonable out-of-pocket

expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Facility" has the meaning specified therefor in Section 7.01(m).

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums (including the Applicable Premium), attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

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

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

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Payment Office" means the Administrative Agent's office located at 150 East 58th Street, 18th Floor, New York, New York 10155, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a certificate in form and substance satisfactory to the Collateral Agent providing information with respect to the property of each Loan Party.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Parties) to the extent that each of the following conditions shall have been satisfied:

(a) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(b) to the extent the Acquisition will be financed in whole or in part with the proceeds of any Loan, the conditions set forth in Section 5.02 shall have been satisfied;

(c) the Borrower shall have furnished to the Agents at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 7.03 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent shall reasonably request;

(d) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(e) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Parties) or a wholly-owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Parties), such Loan Party shall be the continuing or surviving Person;

(f) the Loan Parties shall have Liquidity in an amount equal to or greater than $10,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(g) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative Consolidated EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(h) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(i) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(j) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Holdings or any of its Subsidiaries or an Affiliate thereof;

(k) any such Domestic Subsidiary (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b) on or prior to the date of the consummation of such Acquisition; and

(l) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of the Borrower for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition.

"Permitted Cure Equity" means Qualified Equity Interests of Holdings.

"Permitted Disposition" means:

(a) sale of Inventory in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Holdings or any of its Subsidiaries to a Loan Party (other than Holdings or the Mexican Loan Parties), and (ii) from any Subsidiary of Holdings that is not a Loan Party (or is the Mexican Loan Parties) to any other Subsidiary of Holdings;

(h) Permitted Factoring Dispositions;

(i) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $250,000 in any Fiscal Year; and

(j) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $500,000 in any Fiscal Year;

provided that the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.06(c)(ii) or applied as provided in ~~Section 2.06(c)(vi)~~Section 2.06(c)(vi).

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed $1,500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Effective Date (other than, for avoidance of doubt, the Existing Earn-out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed $10,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Administrative Agent.

"Permitted Holder" means each of (i) Macfran S.A. de C.V., (ii) Invertis LLC., (iii) Diego Zavala, (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) any other Indebtedness listed on Schedule 7.02(b), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(c) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(j) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed $250,000 at any one time outstanding; provided, that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(k) unsecured Indebtedness of Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(l) the Existing Earn-Out Obligations;

(m) Permitted Future Earn-Out Obligations;

(n) Subordinated Indebtedness;

(o) Indebtedness under the Existing Second Lien Credit Facility (and any refinancing thereof to the extent permitted under the Intercreditor Agreement), in an aggregate principal

amount not to exceed $23,000,000, plus the aggregate amount of interest on such Indebtedness that is capitalized or accrued in accordance with the terms of the Existing Second Lien Credit Facility; provided that such Indebtedness is subject to, and permitted by, the Intercreditor Agreement;

(p) Indebtedness arising from Permitting Factoring Dispositions;

(q) the AGS Indebtedness; provided that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(r) the Exitus Indebtedness; provided that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement;

(s) to the extent constituting Indebtedness, the Unpaid Taxes;

(t) PPP Indebtedness, in an aggregate amount not to exceed $312,041;

(u) Indebtedness in respect of letters of credit issued by third party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed $2,000,000 at any time; and

(v) other unsecured Indebtedness owed to any Person that is not an Affiliate of the Borrower or any of its Subsidiaries, in an aggregate outstanding amount not to exceed $4,000,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Parties), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Parties) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $500,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Parties) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Parties), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Parties) to or in a Loan Party (including the Investments listed on Schedule 1.01(C)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof;

(e) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 9.01(j);

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(o) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(p) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(q) Liens securing the Existing Second Lien Credit Facility, to the extent subject to the Intercreditor Agreement; and

(r) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $100,000 at any time;

provided that, other than any Liens Securing the Obligations, in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations and (subject to the provisions of the Intercreditor Agreement) obligations under the Existing Second Lien Credit Facility.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; provided that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed $750,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(a) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(b) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(c) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified;

(d) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended;

(e) such extension, refinancing or modification shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being extended, refinanced or modified or, if applicable, shall be unsecured; and

(f) such extension, refinancing or modification shall not (if secured) have a Lien priority greater than such Indebtedness being extended, refinanced or modified.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(a) any Loan Party to Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(b) any Loan Party to any other Loan Party (other than Holdings and the Mexican Loan Parties),

(c) any Subsidiary of the Borrower that is not a Loan Party (or that is the Mexican Loan Parties) to any other Subsidiary of the Borrower,

(d) Holdings to pay dividends in the form of common Equity Interests, and

(e) Permitted Second Lien Loan Payments constituting Restricted Payments.

"Permitted Second Lien Loan Payments" means, collectively, the "Permitted Second Lien Loan Payments," as defined in the Intercreditor Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $50,000 for any one account and $150,000 in the aggregate for all such accounts.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of $310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of $42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of $8,000.

"Pro Rata Share" means, with respect to:

(a) a Lender's obligation to make Revolving Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (A) such Lender's Revolving Credit Commitment, by (B) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances),

(b) a Lender's obligation to make the Term Loans and the right to receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Term Loan Commitment, by (ii) the Total Term Loan Commitment, provided that if the Total Term Loan Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Term Loans and the denominator shall be the aggregate unpaid principal amount of the Term Loans, and

(c) all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the sum of such Lender's Revolving Credit Commitment and the unpaid principal amount of such Lender's portion of the Term Loans, by (ii) the sum of the Total Revolving Credit Commitment and the aggregate unpaid principal amount of the Term Loans, provided, that, if such Lender's Revolving Credit Commitment shall have been reduced to

zero, such Lender's Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of such Lender's Revolving Loans (including Collateral Agent Advances) and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the aggregate unpaid principal amount of all Revolving Loans (including Collateral Agent Advances).

"Projections" means financial projections of Holdings and its Subsidiaries delivered pursuant to Section 6.01(g)(ii), as updated from time to time pursuant to ~~Section 7.01(a)(vii)~~Section 7.01(a)(v).

"Project Thunder" means the fundamental changes described on Schedule 7.02(c).

"Projected Daily Cash Flow Schedule" has the meaning specified therefor in Section 7.01(a)(xx).

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Holdings and its Subsidiaries after giving effect to such Acquisition, plus (c) the aggregate amount of all transaction fees, costs and expenses incurred by Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Parties) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Section 7.01(r), subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility, each in form and substance reasonably satisfactory to the Collateral Agent:

(a) a Mortgage duly executed by the applicable Loan Party,

(b) evidence of the recording of each Mortgage in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(c) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each Mortgage, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(d) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Collateral Agent;

(e) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(f) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(g) an opinion of counsel, satisfactory to the Collateral Agent, in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request;

(h) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally-recognized environmental consulting firm, reasonably satisfactory to the Collateral Agent; and

(i) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 2.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) Adjusted Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the direct and indirect equityholders, partners, directors, officers, employees, agents, consultants, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates. For the avoidance of doubt, each party hereto agrees that, for so long as FTI is acting as the financial advisor to counsel to the Agents, FTI shall be deemed to be a Related Party of the Agents.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Replacement Lender" has the meaning specified therefor in Section 12.02(c).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

"Required Prepayment Date" shall have the meaning assigned to such term in Section 2.06(g).

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its

Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A-1) or Schedule 1.01(A-2) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as such amount may be terminated, reduced or increased (pursuant to Section 2.05) from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a)(i) and any Incremental Revolving Loans, including any 2023 Incremental Revolving Loans.

"Revolving Loan Lender" means a Lender with a Revolving Credit Commitment or a Revolving Loan.

"Revolving Loan Obligations" means any Obligations with respect to the Revolving Loans (including without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Sale and Leaseback Transaction" means, with respect to Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Country" means, at any time, a country or territory that is the subject or target of any Sanctions that broadly prohibit dealings with that country or territory (which, as of the Effective Date, include Crimea, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the

United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a U.S. Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Second Additional Term Loan" means, collectively, the loans made by the Second Additional Term Loan Lenders to the Borrower on the Amendment No. 7 Effective Date pursuant to Section 2.01(a)(iv).

"Second Additional Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make the Second Additional Term Loan to the Borrower in the amount set forth in Schedule 1.01(A-4) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Second Additional Term Loan Lender" means a Lender with a Second Additional Term Loan Commitment or a Second Additional Term Loan.

"Second Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time. "Securitization" has the meaning specified therefor in Section 12.07(l).

"Security Agreement" means that certain Pledge and Security Agreement, in form and substance satisfactory to the Collateral Agent, made by the Loan Parties (other than the Mexican Loan Parties in favor of the Collateral Agent for the benefit of the Secured Parties securing the Obligations).

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"SOFR" means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the

secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"SOFR Deadline" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR.

"SOFR Notice" has the meaning specified therefor in Section 2.08(a) hereof.

"SOFR Option" has the meaning specified therefor in Section 2.08(a) hereof.

"Solvent" means, (a) in connection with Amendment No. 5, Amendment No. 6, Amendment No. 7 and any withdrawal from the Blocked Account pursuant to Section 5.03, with respect to any Person on any such withdrawal date, that on such date, (i) the fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (ii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business other than any debts subject to forbearance, current balances in accounts payable disclosed to such Person's lenders (or such lenders' agent) (the "Lender Parties") and certain tax liabilities disclosed to the Lender Parties prior to the Amendment No. 6 Effective Date, (iii) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature except as set forth in the most recent 13-Week Cash Flow Forecast disclosed to the Lender Parties, and (iv) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital and (b) otherwise, with respect to any Person on a particular date, that on such date, (i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Specified Default" (a) prior to the Amendment No. 6 Effective Date, has the meaning specified therefor in the Amendment No. 5 Forbearance Agreement ~~and~~, (b) on and after the Amendment No. 6 Effective Date but before the Amendment No. 7 Effective Date, has the meaning specified therefor in Amendment No. 6 and (c) on and after the Amendment No. 7 Effective Date, has the meaning specified therefor in Amendment No. 7.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. and any successor thereto.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Collateral Agent and the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents (a) by the execution and delivery of a subordination agreement, in form and substance

satisfactory to the Collateral Agent and the Required Lenders, or (b) otherwise on terms and conditions satisfactory to the Collateral Agent and the Required Lenders.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of the Loan Parties (including, for the avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

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

"Term Loan" means, collectively, the Initial Term Loan ~~and~~, the Additional Term Loan and the Second Additional Term Loan.

"Term Loan Commitment" means, collectively, the Initial Term Loan Commitment ~~and~~, the Additional Term Loan Commitment and the Second Additional Term Loan Commitment.

"Term Loan Lenders" means, collectively, the Initial Term Loan Lenders ~~and~~, the Additional Term Loan Lenders and the Second Additional Term Loan Lenders.

"Term Loan Obligations" means any Obligations with respect to the Term Loans (including, without limitation, the principal thereof, the interest thereon, and the fees and expenses specifically related thereto).

"Term SOFR" means the Term SOFR Reference Rate for a three-month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day; provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term SOFR Adjustment" means a percentage per annum equal to 0.26161% for the Interest Period of three months.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Third Period" has the meaning specified therefor in the definition of "Applicable Premium".

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the Total Revolving Credit Commitment and the Total Term Loan Commitment.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Total Additional Term Loan Commitment" means the sum of the amounts of the Lenders' Additional Term Loan Commitments.

"Total Second Additional Term Loan Commitment" means the sum of the amounts of the Lenders' Second Additional Term Loan Commitments.

"Total Initial Term Loan Commitment" means the sum of the amounts of the Lenders' Initial Term Loan Commitments.

"Total Term Loan Commitment" means, collectively, the Total Initial Term Loan Commitment ~~and~~, the Total Additional Term Loan Commitment and the Total Second Additional Term Loan Commitment.

"UCC Filing Authorization Letter" means a letter duly executed by each Loan Party authorizing the Collateral Agent to file appropriate financing statements on Form UCC-1 without the signature of such Loan Party in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement and each Mortgage.

"Holdings" has the meaning specified therefor in the preamble hereto.

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in ~~Section 1.04~~0.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j).

"Unused Line Fee" has the meaning specified therefor in Section 2.07(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

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

"VCOC Management Rights Agreement" has the meaning specified therefor in Section 5.01(d).

"Waivable Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.06(g).

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date of determination thereof, (a) the sum, for any Person and its Subsidiaries, of (i) the unpaid face amount of all Accounts of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of prepaid expenses and other current assets of such Person and its Subsidiaries as at such date of determination (other than cash, Cash Equivalents and any Indebtedness owing to such Person or any of its Subsidiaries by Affiliates of such Person), minus (b) the sum, for such Person and its Subsidiaries, of (i) the unpaid amount of all accounts payable of such Person and its Subsidiaries as at such date of determination, plus (ii) the aggregate amount of all accrued expenses of such Person and its Subsidiaries as at such date of determination (other than the current portion of long-term debt and all accrued interest and taxes).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is

EXHIBIT 22

Prepetition 2L Financing Agreement

Execution Version

CREDIT AGREEMENT

dated as of November 22, 2021

by and among

AGILETHOUGHT, INC.

and

AGILETHOUGHT MEXICO, S.A. DE C.V.
as Borrowers,

AN GLOBAL LLC,

as Intermediate Holdings

CERTAIN OTHER LOAN PARTIES PARTY HERETO,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

GLAS USA LLC,
as Administrative Agent,

and

GLAS AMERICAS LLC,
as Collateral Agent

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT (as amended, modified, or supplemented from time to time, this "Agreement"), dated as of November 22, 2021 is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as the Collateral Agent for the Lenders, and together with the Administrative Agent, the "Agents" and each, an "Agent".

RECITALS

WHEREAS, the Borrowers have requested that the Lenders (as defined below) make Loans (as defined below) to provide the funds required to prepay existing Debt of the Loan Parties and for other general corporate purposes, as further provided herein, in the form of US Dollar denominated term loans and Mexican Peso denominated term loans to the Borrowers;

WHEREAS, the Lenders are willing to do so, but solely on the terms and conditions set forth in this Agreement;

WHEREAS, to secure the Loans and other Obligations, the Borrowers and the other Loan Parties are granting to the Collateral Agent, for the benefit of the Agents (as defined below) and Lenders, or directly to the Lenders in the case of the Mexican Collateral Agreements (as defined below), a security interest in and lien upon substantially all of the real and personal property of the Loan Parties; and

WHEREAS, this Agreement (and the indebtedness and obligations evidenced hereby) are subordinate in the manner, and to the extent, set forth in that certain subordination and intercreditor agreement dated as of November 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Reference Subordination Agreement") by and among Monroe Capital Management Advisors, LLC, as First Lien Agent for the First Lien Creditors and the Agents, as Second Lien Agents for the Second Lien Creditors, and acknowledged by the Credit Parties signatory thereto; and each Lender under this Agreement, by its acceptance hereof, shall be bound by the terms and provisions of the Reference Subordination Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. When used herein the following terms shall have the following meanings:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" is defined in the Guaranty and Collateral Agreement.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or a substantial portion of the assets of a Person, or of all or a substantial portion of any business or division of a Person, (b) the acquisition of in excess of 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

"Administrative Agent" means GLAS USA LLC in its capacity as administrative agent for the Lenders hereunder, and any successor thereto in such capacity.

"Affiliate" of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer, director, member, managing member or general partner of such Person (or of any Subsidiary of such Person) and (c) with respect to any Lender, any entity administered or managed by such Lender or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 5% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Unless expressly stated otherwise herein, neither Administrative Agent nor any Lender shall be deemed an Affiliate of any Loan Party. For purpose of the Loan Documents, unless otherwise agreed to by the Administrative Agent (acting at the written direction of the Required Lenders), the Equity Investors and their Affiliates shall be deemed Affiliates of, and holders of Equity Interests in, Ultimate Holdings.

"Agents" means Administrative Agent and Collateral Agent.

"Agents Fee Letter" means the fee letter dated as of November 22, 2021 among the Borrowers and Agents.

"Aggregate Commitments" means the Commitments of all the Lenders. The Aggregate Commitments of the Lenders on the Closing Date is (i) with respect to the Dollar Commitments, U.S.$7,500,000.00 *plus* the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date and (ii) with respect to the Peso Commitments, MXN198,446,203.

"AgileThought Earn-out Obligations" means the Earn-out Obligations due and payable under the Specified Acquisition Agreements.

"Approved Fund" means (a) any Person (other than a natural Person) engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is advised, administered, or managed by a Lender, an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers, advises or manages a Lender), (b) with respect to any Lender that is an investment fund, any other investment fund that invests in loans and that is advised, administered or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor, and (c) any third party which provides "warehouse financing" to a Person described in clause (a) or (b) (and any Person described in said clause (a) or (b) shall also be deemed an Approved Fund with respect to such third party providing such warehouse financing).

"Asset Disposition" means the sale, lease, assignment, disposition, conveyance or other transfer for value by any Loan Party to any Person of any asset or right of such Loan Party (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to any Loan Party) condemnation, confiscation, requisition, seizure or taking thereof).

"Attorney Costs" means, with respect to any Person, all reasonable and documented out-of-pocket fees and charges of any counsel to such Person, and all court costs and similar legal expenses.

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

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

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Borrower Representative" means Ultimate Holdings.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.

"Business Interruption Proceeds" means cash proceeds received by any Loan Party pursuant to business interruption policies of insurance.

"Capital Expenditures" means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the Consolidated Group, including Capitalized Lease Obligations and Capitalized Software Development Costs, (only to the extent they would be treated as capital expenditures under GAAP) but excluding expenditures made in connection with the replacement, substitution, or

restoration of assets to the extent financed (a) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (b) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (c) with assets traded or exchanged for that replacement, substitution, or restoration of assets, or (d) Net Cash Proceeds of Permitted Asset Dispositions that are permitted to be, and are, reinvested in accordance with Section 6.2.2(a).

"Capital Lease" means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of such Person.

"Capitalized Lease Obligations" means, as applied to any Person, all obligations under Capital Leases of such Person or any of its Subsidiaries, in each case taken at the amount thereof accounted for as liabilities on the balance sheet of such Person in accordance with GAAP.

"Capitalized Software Development Costs" means for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, all capitalized software development costs, as determined in accordance with GAAP.

"CARES Act" means, collectively, Title I of the Coronavirus Aid, Relief and Economic Security Act, as amended (including any successor thereto), any current or future regulations or official interpretations thereof or related thereto and any current and future guidance and rules published by the SBA.

"CARES Act Permitted Purposes" means, with respect to the use of proceeds of any PPP Loans, the purposes set forth in Section 1102 of the CARES Act and otherwise in compliance with all other provisions or requirements of the CARES Act.

"Cash Collateralize" means, with respect to any inchoate, contingent, or other Obligations, the delivery of cash with notice to Administrative Agent, as security for the payment of those Obligations, in an amount equal to with respect to any contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, Administrative Agent's good faith estimate of the amount due or to become due, including all fees and other amounts relating to those Obligations.

"Cash Equivalent Investment" means, at any time, (a) any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the United States Government or any agency thereof (and in the case of Loan Parties organized under the laws of Mexico, any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the government of that jurisdiction or any agency or instrumentality thereof), (b) commercial paper, maturing not more than one year from the date of issue, or corporate demand notes, in each case (unless issued by a Lender or its holding company) rated at least A-l by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business or P-l by Moody's Investors Service, Inc., (c) any certificate of deposit, time deposit or banker's acceptance, maturing not more than one (1) year after the date of issue, or any overnight federal

funds transaction that is issued or sold by any Lender or its holding company (or by a commercial banking institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than U.S.$500,000,000) (or, in the case of any Loan Party organized under the laws of a jurisdiction other than the United States or any State thereof, that is issued or sold by any bank of recognized standing organized under the law of that jurisdiction), (d) any repurchase agreement entered into with any Lender (or commercial banking institution of the nature referred to in clause (c)) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender (or other commercial banking institution) thereunder, (e) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements and (f) other short term liquid investments approved in writing by the Required Lenders.

"Cash Formula Amount" means, as of any date of determination, the amount of all cash and Cash Equivalent Investments on such day owned by the Loan Parties and subject to a Control Agreement (and not pledged to secure any Debt or otherwise subject to any Liens, other than the Obligations and the Liens of Administrative Agent under the Loan Documents, or otherwise restricted in any way). For the avoidance of doubt, the Cash Formula Amount shall not include all or any portion of the proceeds of the PPP Loans.

"Change in Law" means the adoption or phase-in of, or any change in, in each case after the date of this Agreement, any applicable law, rule, or regulation, or any change in the interpretation or administration of any applicable law, rule, or regulation by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, will, in each case, be deemed to have been adopted and gone into effect after the date of this Agreement.

"Change of Control" means the occurrence of any of the following events:

(A) Any "person or "group", but excluding the Permitted Holders, shall become the "beneficial owner" directly or indirectly, of more than 35.0% of the outstanding voting securities having ordinary voting power for the election of directors of Ultimate Holdings or the public company that Ultimate Holdings shall have merged with and into (the "Public Company"), unless the Permitted Holders shall have the right to appoint directors having more than 50.0% of the aggregate votes on the board of directors of Ultimate Holdings or the Public Company; or

(B) (a) Ultimate Holdings shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of Intermediate Holdings, (b) each of the Holdings Companies shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of AgileThought Mexico or any

borrower under the Senior Credit Facility, (c) except to the extent expressly permitted under Section 11.4(i), any of IT Global Holding LLC and 4th Source, LLC shall cease to, directly or indirectly, (w) own and control 100% of each class of the outstanding Equity Interests of any of its Subsidiaries (other than Anzen Soluciones, S.A. de C.V. and AgileThought Digital Solutions, S.A.P.I. de C.V.), or (x) own and control 92% of each class of the outstanding Equity Interests of Anzen Soluciones, S.A. de C.V., (d) any sale of all or substantially all of the property or assets of any of the Loan Parties or their Subsidiaries, other than in a sale or transfer to a Loan Party, or (e) any "change of control" occurs under, and as defined in, any other Material Contract.

"Closing Date" means the first date upon which the conditions precedent set forth in Section 12 shall have been satisfied.

"Code" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Collateral" means the "Collateral" (as defined in the Guaranty and Collateral Agreement), the "Trust Estate" (as defined in each of the Mexican Security Trust, and the Mexican Administration Trust), and any and all other property now or hereafter securing any of the Obligations.

"Collateral Agent" means GLAS AMERICAS LLC in its capacity as collateral agent for the Lenders hereunder, and any successor thereto in such capacity.

"Collateral Documents" means, collectively, the Guaranty and Collateral Agreement, the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements, each Mortgage-Related Document, each Control Agreement, each pledge agreement, each Intellectual Property Security Agreement, and any other agreement or instrument pursuant to which any Loan Party, any Subsidiary thereof, or any other Person grants or purports to grant collateral to Collateral Agent for the benefit of Agents and the Lenders or, in the case of the Mexican Collateral Agreements, to the Lenders, or otherwise relates to any such collateral.

"Commitment" means a Dollar Commitment or a Peso Commitment, as the context may require.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

"Competitor" means any Person that is primarily engaged in the business of providing information technologies services, including, but not limited to, the implementation and integration of systems, support, consulting, maintenance, planning, and management of projects, design, and development of applications of the type made by the members of the Consolidated Group and their Subsidiaries.

"Compliance Certificate" means a Compliance Certificate in substantially the form of Exhibit A.

"Computation Period" means each period of four Fiscal Quarters ending on the last day of a Fiscal Quarter.

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

"Consolidated Group" means the Loan Parties and their Subsidiaries.

"Consolidated Net Income" means, with respect to the Consolidated Group for any period, the consolidated net income (or loss) thereof for such period, excluding (a) any gains (or losses) from Asset Dispositions realized thereby during such period, (b) any extraordinary gains (or losses) realized thereby during such period, (c) the income (or loss) of any member of the Consolidated Group during such period in which any other Person has a joint interest, except to the extent of the amount of cash dividends or other distributions actually paid in cash to that member of the Consolidated Group during that period, (d) the income (or loss) of any Person during that period and accrued prior to the date it becomes a member of the Consolidated Group or is merged into or consolidated with a member of the Consolidated Group or that Person's assets are acquired by a member of the Consolidated Group, (e) the income of any member of the Consolidated Group to the extent that the declaration or payment of dividends or similar distributions by that member of the Consolidated Group of that income is not at the time permitted by operation of the terms of its organizational documents, its governing documents, or any agreement, instrument, judgment, decree, order, statute, rule; or governmental regulation applicable to that member of the Consolidated Group, and (f) any gains from discontinued operations realized thereby during such period.

"Consolidated Total Assets" means, as of the date of any determination thereof, the aggregate book value of the total assets of the Consolidated Group calculated in accordance with GAAP on a consolidated basis as of such date.

"Contingent Liability" means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time, (b) guarantees the payment of dividends or other distributions upon the Equity Interests of any other Person, (c) undertakes or agrees (whether contingently or otherwise) (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received, (d) agrees to lease property or to purchase securities, property or services

from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation, (e) induces the issuance of, or is made in connection with the issuance of, any letter of credit for the benefit of such other Person, or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount (or maximum permitted principal amount, if larger) of the indebtedness, obligation or other liability guaranteed or supported thereby.

"Control Agreement" means each deposit account control agreement or securities account control agreement, as applicable, entered into by, inter alios, a Loan Party or Subsidiary thereof, each depository institution or securities intermediary party thereto, and Collateral Agent in form and substance satisfactory to the Required Lenders in their discretion.

"Controlled Group" means all members of a controlled group of corporations, all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with any Loan Party or Subsidiary thereof, are treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

"Conversion Rate" means, as of any date, the Peso/Dollar exchange rate published by Banco de México in the Federal Official Gazette of Mexico (*Diario Oficial de la Federación*) as the rate "*para solventar obligaciones denominadas en moneda extranjera pagaderas en la República Mexicana*" (or any successor publication thereof of analogous import) on the Business Day immediately prior to the relevant calculation date, to be in effect on such calculation date; *provided* that, if Banco de México ceases to publish such exchange rate, the Conversion Rate shall equal the average of the Peso/Dollar exchange rates published by Credit Suisse AG (or the main offices of its subsidiaries located in Mexico, if not published by Credit Suisse AG) at the close of business on the Business Day immediately prior to the relevant calculation date (i.e., 24-hours forward), to be in effect on such calculation date.

"Credit Bid" is defined in Section 13.3.

"Debt" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, including, without limitation, the Loans, the Senior Credit Facility, and the Permitted Investor Debt, (b) all indebtedness of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all Capitalized Lease Obligations of such Person, (d) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business that are not more than 60 days past due), (e) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person; provided that if such Person has not assumed or otherwise become liable for such indebtedness, such indebtedness shall be measured at the fair market value of such property securing such indebtedness at the time of determination, (f) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn), bankers' acceptances and similar obligations issued for the account of such Person (including the Letters of Credit), (g) all Hedging Obligations of such Person (determined in accordance with the definition of "Hedging Agreement"), (h) all Contingent Liabilities of such Person, (i) all Debt of any partnership of which such Person is a general partner, (j) all non-compete payment obligations, earn-outs and similar obligations of such Person (including, without limitation, all Earn-out Obligations), (k) all monetary obligations under any receivables factoring, receivable sale, or

similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing, or similar financing, and (l) any Equity Interests or other equity instrument (other than the Warrants and the Monroe Warrants, as the latter is defined in the Senior Credit Facility), whether or not mandatorily redeemable, that under GAAP is characterized as debt, whether pursuant to financial accounting standards board issuance No. 150 or otherwise.

"Default" means any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Loans within two Business Days of the date required to be funded by it under this Agreement; (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it under this Agreement within two Business Days of the date when due, unless the subject of a good faith dispute; (c) has, or has a parent company that has, (i) been deemed insolvent or become the subject of an Insolvency Proceeding, or (ii) become the subject of a Bail-In Action; (d) has notified any Borrower, the Administrative Agent, or any Lender that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit (unless that writing or public statement relates to that Lender's obligation to fund a Loan under this Agreement and states that that position is based on that Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, must be specifically identified in that writing or public statement) cannot be satisfied); or (e) has failed to confirm within three Business Days of a request by Administrative Agent that it will comply with the terms of this Agreement relating to its obligations to fund Loans.

"Deposit Account" or "Deposit Accounts" is defined in the UCC.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Dollar" and the sign "U.S.$" mean lawful money of the United States of America.

"Dollar Amount" means, at any time, for any Lender and for purposes of any determination required hereunder:

(a) with respect to any Dollar Commitment, the Dollar amount thereof as set forth on Annex A or in the Assignment Agreement pursuant to which such Commitment (or portion thereof) has been assigned;

(b) with respect to any Dollar Loan, the principal amount of, and interest on, such Loan then outstanding, expressed in Dollars;

(c) with respect to any Peso Commitment, the Dollar equivalent determined using the Peso/Dollar Reference Exchange Rate of the amount of such Peso Commitment as set forth on Annex A or in the Assignment Agreement pursuant to which a Lender shall have assumed its Peso Commitment, as applicable; and

(d) with respect to any Peso Loan, the principal amount of, and interest on, such Loan then outstanding, expressed as the Dollar equivalent amount thereof determined using the Peso/Dollar Reference Exchange Rate.

"Dollar Commitment" means, as to each Dollar Lender, its obligation to make Dollar Loans to the Borrower pursuant to Section 2.1(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Dollar Lender's name on Annex A or in the Assignment Agreement pursuant to which such Dollar Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Dollar Equivalent" means, with respect to any monetary amount in Pesos, the amount, determined by reference to the Conversion Rate as of any date of determination, of Dollars that could be purchased with such amount of Pesos on such date.

"Dollar Lender" means at any time, (a) any Lender that has a Dollar Commitment at such time and (b) if the Commitments of the Dollar Lenders to make Dollar Loans have been terminated pursuant to Section 6.1 or Section 6.2 or if the Aggregate Commitments have expired, any Lender that holds a Dollar Loan at such time.

"Dollar Loan" means a Tranche A-1 Loan, a Tranche B-1 Loan, a Tranche C Loan and/or a Tranche D Loan, as the context may require.

"Domestic Borrower" means each Borrower which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Domestic Subsidiary" means each Subsidiary which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Earn-out Obligations" means the aggregate outstanding amount under all seller notes, earn-outs or obligations of all Loan Parties and their Subsidiaries (other than customary purchase price adjustments or indemnification obligations) in connection with any Acquisitions.

"EBITDA" means, for the Consolidated Group for any period, in each case as determined in accordance with GAAP, Consolidated Net Income thereof for such period plus, to the extent deducted in determining such Consolidated Net Income for such period, the sum of:

(a) Interest Expense thereof during such period;

(b) Permitted Tax Distributions made thereby during such period;

(c) provisions for income and franchise Taxes payable by the Loan Parties and their Subsidiaries for such period;

(d) depreciation and amortization incurred thereby during such period;

(e) non-cash compensation expense, or other non-cash expenses or charges, incurred thereby during such period arising from the granting of stock options, stock appreciation rights or similar equity arrangements;

(f) all extraordinary or non-recurring non-cash expenses, losses or charges thereof during such period;

(g) non-recurring cash restructuring expenses in an aggregate amount not to exceed, in any period, the greater of (i) U.S.$500,000 and (ii) 7.5% of EBITDA for the most recently concluded Computation Period for which financial statements were delivered or were required to be delivered in accordance with Section 10.1.2;

(h) losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount not to exceed U.S.$1,000,000 during such period;

(i) all losses or charges relating to the Hedging Agreements during such period; and

(j) the actual amount of reasonable and documented out-of-pocket fees, costs and expenses paid thereby during such period in connection with Ultimate Holdings' SPAC transaction, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $15,800,000;

minus, to the extent included in determining such Consolidated Net Income (but without duplication), (i) all extraordinary or non-recurring non-cash gains or profits thereof during such period (including, without limitation, gains attributable to any cancellation of indebtedness in connection with the forgiveness of any PPP Loans), (ii) all gains relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount in the case of this clause (ii) not to exceed U.S.$1,000,000 during such period and (iii) all gains or profits relating to the Hedging Agreements during such period; provided that, if during such period, any Borrower shall have engaged in any Permitted Acquisition, EBITDA of the Consolidated Group for such period shall be calculated on a pro forma basis to give effect to such Permitted Acquisition as if such Permitted Acquisition had occurred on the first day of such period.

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

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

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

"Eligible Assignee" means:

(a) (i) any Lender, (ii) any Affiliate of a Lender, and (iii) any Approved Fund; and

(b) any other Person (other than a natural person) that is neither (i) a Competitor, nor (ii) designated by the Borrowers as a "Disqualified Institution" by written notice delivered to the Administrative Agent on or prior to the Closing Date.

"Environmental Claims" means all claims, however asserted, by any governmental, regulatory or judicial authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for the release of Hazardous Substances or injury to the environment.

"Environmental Laws" means all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

"Equity Interests" means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital, whether now outstanding or issued or acquired after the date of this Agreement, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations or any other equivalent of such ownership interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time and the regulations issued from time to time thereunder.

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

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

"Excess Availability" means, as of any date of determination, the amount equal to the amount then available to be drawn under the revolving credit facility provided for by the Senior Credit Facility minus the aggregate amount, if any, of all trade payables of the Borrowers and their Subsidiaries aged in excess of 60 days past their applicable due date and all book

overdrafts of Loan Parties and their Subsidiaries in excess of historical practices with respect thereto, in each case as determined by the Required Lenders in their discretion.

"Excess Cash" means, as of any date of determination, the positive difference (if any) between (A) cash on hand of the Loan Parties, as of such date of determination (calculated after giving effect to any payment due hereunder on such date) and (B) U.S.$10,000,000.

"Excluded Deposit Accounts" means, collectively, each Deposit Account of a Loan Party or Subsidiary thereof (a) the balance of which consists exclusively of (i) withheld income taxes and federal, state or local employment taxes required to be paid to the Internal Revenue Service or state or local government agencies with respect to employees of any Loan Party and (ii) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3 102 on behalf of or for the benefit of employees of any Loan Party, (b) that constitutes (and the balance of which consists solely of funds set aside in connection with) a segregated payroll account, trust accounts, and accounts dedicated to the payment of accrued employee benefits, medical, dental and employee benefits claims to employees of any Loan Party, and (c) that contains less than U.S.$25,000 at all times (provided that if at any time all such Deposit Accounts contain, collectively, more than U.S.$100,000, none of such Deposit Accounts shall be Excluded Deposit Accounts).

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that (a) in each case is organized under the laws of jurisdiction outside of the United States of America and Mexico and (b) which, as of the Closing Date and thereafter, as of the last day of the most recently ended Fiscal Quarter, when taken together with all other Excluded Foreign Subsidiaries, have not, in the aggregate contributed (i) greater than five percent (5%) of the EBITDA of the Loan Parties and their Subsidiaries for the period of four consecutive Fiscal Quarters then most recently ended or (ii) greater than five percent (5%) of Consolidated Total Assets of the Loan Parties and their Subsidiaries as of such date; provided that, if at any time the aggregate amount of that portion of EBITDA or Consolidated Total Assets of all Subsidiaries that are not Loan Parties exceeds five percent (5%) of EBITDA for any such period or five percent (5%) of Consolidated Total Assets as of the end of any such period, the Borrower Representative (or, in the event the Borrower Representative has failed to do so within five (5) days, the Administrative Agent acting at the written direction of the Required Lenders) shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of EBITDA or Consolidated Total Assets held by Excluded Foreign Subsidiaries to equal or be less than five percent (5%) of EBITDA or Consolidated Total Assets, as applicable, and such designated Subsidiaries shall for all purposes of this Agreement constitute non-Excluded Foreign Subsidiaries on and after the date of such designation and the Borrower Representative shall cause all such Subsidiaries so designated to become a Borrower or a Guarantor in the Required Lender's discretion, and delivers all applicable Loan Documents in accordance with Section 10.9. No Loan Party may be designated (or re-designated) as an Excluded Foreign Subsidiary. For the avoidance of doubt no Borrower or Loan Party shall constitute an Excluded Foreign Subsidiary.

"Excluded Swap Obligation" means, with respect to any Loan Party, each Swap Obligation as to which, and only to the extent that, such Loan Party's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Loan Party does not constitute an "eligible contract participant" as defined in the

act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Loan Party and all guarantees of Swap Obligations by other Loan Parties) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Loan Party.

"Excluded Taxes" means, with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made to any Agent, any Lender, or any other Person pursuant to the terms of this Agreement, the following: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of that Person being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing that Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) Taxes attributable to that Person's failure to comply with Section 7.6.5 or Section 7.6.8, other than any such failure resulting from a Non-U.S. Lender being unable to obtain the required documentation and forms from its partners or other beneficial owners after using its best efforts to do so; and (c) any withholding Taxes imposed under FATCA.

"Extend Solutions Earn-out Obligations" means the Permitted Earn-out Obligations payable to Extend Solutions, S.A. de C.V., Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, Jose Antonio Torrero Diez and Jorge Ricardo Monterrubio López in an aggregate amount not exceeding U.S.$1,710,522.00.

"Exitus Borrower" shall mean AgileThought Digital Solutions S.A.P.I. de C.V. (f/k/a North American Software, S.A.P.I. de C.V.), formed under the laws of Mexico.

"Exitus Debt Noteholder" shall mean Exitus Capital, S.A.P.I. DE C.V. SOFOM ENR.

"Exitus Debt Promissory Note" shall mean that certain Promissory Note, dated as of and as in effect on the Amendment No. 6 Effective Date (as defined in the Senior Credit Facility), by and between Exitus Borrower and the Exitus Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Administrative Agent (acting at the instruction of the Required Lenders), in its discretion.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Loan Party not in the ordinary course of business consisting of: (a) pension plan reversions, (b) proceeds of insurance (other than, for avoidance of doubt, Business Interruption Proceeds), (c) litigation proceeds, judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than with respect to reimbursement of third party claims), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (other than with respect to reimbursement of third party claims), (f) amounts received in respect of indemnity obligations of any party or purchase price, working capital, and other monetary adjustments in connection with the Specified Acquisition Transactions or any other Acquisition, (g) amounts received in connection with or as proceeds from representation and/or

warranty insurance in connection with the Specified Acquisition Transactions or any other Acquisition, net of any reasonable and documented legal and accounting expenses and taxes paid in cash by the Loan Parties as a result thereof, (h) foreign, Mexican, United States, state or local tax refunds to the extent not included in the calculation of EBITDA (other than refunds of value-added or similar taxes received in the ordinary course of business), and (i) upon repayment in full of the Senior Credit Facility, any excess Net Cash Proceeds resulting from the offering of securities or the execution of transactions for the purpose of refinancing, in whole or in part, directly or indirectly, in one or a series of transactions, Debt of any Borrower or Guarantor.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year, which period is the 3-month period ending on the last day of each of March, June, September, and December of each year.

"Fiscal Year" means the fiscal year of Loan Parties and their Subsidiaries, which period shall be the 12-month period ending on December 31 of each year.

"Fixed Charge Coverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the ratio of (a) the total for such Computation Period of (i) EBITDA thereof, minus (ii) Permitted Tax Distributions (or other provisions for Taxes based on income) made thereby during such Computation Period, minus (iii) all unfinanced Capital Expenditures made thereby in such Computation Period, to (b) Fixed Charges.

"Fixed Charges" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the sum of, without duplication, (a) cash Interest Expense thereof in such Computation Period, plus (b) scheduled principal payments of Debt thereof (including (i) the loans under the Senior Credit Facility, (ii) the Loans to the extent any such payments thereof would constitute "Permitted Second Lien Debt Payments" under the Senior Credit Facility, (iii) scheduled principal payments of, and any interest and fees actually paid in such Computation Period with respect to, the Permitted Investor Debt, and (iv) any Earn-out Obligations, including, without limitation, all Permitted Earn-out Obligations (other than the Permitted Earn-out Obligations paid out of funds on deposit in the Segregated Account), but excluding (x) the revolving loans under the Senior Credit Facility, and (y) scheduled payments of principal required to paid pursuant to Section 6.4.2 thereof during the Modified Amortization Period (as such term is defined in the Senior Credit Facility)) in such Computation Period, and (z) the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility; provided that, for the avoidance of doubt, any Permitted Earn-out Obligation shall be excluded from Fixed Charges to the extent that, as of any date of determination, the Payment Conditions with respect to such Permitted Earn-Out Obligation are not satisfied as of such date (after giving *pro forma* effect to such payment).

"Foreign Subsidiary" means each Subsidiary (i) organized under the laws of a jurisdiction other than the United States of America or any state thereof or District of Columbia, and (ii) that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"Funded Debt" means, as to any Person at a particular time, without duplication, whether or not included as indebtedness or liabilities in accordance with GAAP, all Debt of such Person that matures more than one year from the date of its creation (or is renewable or extendible, at the option of such Person, to a date more than one year from that date). For the avoidance of doubt, all of the Obligations and all Subordinated Debt shall constitute Funded Debt.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the SEC, which are applicable to the circumstances as of the date of determination.

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

"Guarantor" means Intermediate Holdings and each other Person that guarantees any of the Obligations, including, without limitation, 4th Source, LLC, IT Global Holding LLC, QMX Investment Holdings USA, INC, AgileThought Digital Solutions S.A.P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), 4TH Source Holding Corp., Facultas Analytics, S.A.P.I. de C.V., Faktos Inc, S.A.P.I. de C.V., Cuarto Origen, S. de R.L. de C.V., 4th Source Mexico, LLC, AGS Alpama Global Services Mexico, S.A de C.V., Entrepids Technology INC., Entrepids Mexico, S.A. de C.V., AGS Alpama Global Services USA, LLC., AN UX, S.A de C.V., AN Evolution, S. de R.L. de C.V., AN Data Intelligence, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN USA, AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), AgileThought Servicios Administrativos, S.A de C.V. (formerly known as Nasoft Servicios Administrativos, S.A. de C.V.) and AgileThought, LLC. For the avoidance of doubt, no Excluded Foreign Subsidiary shall be a Guarantor.

"Guaranty" means each guaranty executed and delivered by any Guarantor, together with any joinders thereto and any other guaranty agreement executed by a Guarantor, in each case in form and substance satisfactory to the Required Lenders in their discretion. The Guaranty and Collateral Agreement and the Mexican Collateral Agreements are a Guaranty.

"Guaranty and Collateral Agreement" means the Guaranty and Collateral Agreement to be entered into by each Loan Party and the Collateral Agent, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to the Required Lenders in their discretion.

"Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law.

"Hedging Agreement" means any interest rate, currency or commodity swap agreement, cap agreement, collar agreement, spot foreign exchange, forward foreign exchange, foreign exchange option (or series of options) and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Hedging Obligations" means, with respect to any Person, any liabilities of such Person under any Hedging Agreement determined (a) for any date on or after the date that Hedging Agreement has been closed out and termination value determined in accordance therewith, using that termination value; and (b) for any date prior to the date referenced in clause (a), using the amount determined as the mark-to-market value for that Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in that Hedging Agreement (which may include a Lender or any Affiliate of a Lender).

"Holding Companies" means Ultimate Holdings and Intermediate Holdings.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made by or on account of any obligation of any Loan Party under any Loan Document.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of a Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, *concurso mercantil*, *quiebra*, debtor relief, or debt adjustment law (including, but not limited to, the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*)), (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for that Person or any part of its property, or (c) an assignment or trust mortgage for the benefit of creditors

"Intellectual Property Security Agreement" is used as defined in the Guaranty and Collateral Agreement.

"Interest Expense" means, for any period, the consolidated interest expense of the Consolidated Group for such period (including all imputed interest on Capital Leases).

"Interest Payment Date" means, as to any Loan, (i) the 15th day of each March, June, September and December to occur while such Loan is outstanding (or if any such day is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.

"Intermediate Holdings" has the meaning ascribed to such to such term in the preamble to this Agreement.

"International Financial Reporting Standards" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as the same may be amended or supplemented from time to time.

"Inventory" is defined in the UCC.

"Investor Debt Noteholder" shall mean AGS Group, LLC.

"Investor Debt Promissory Note" shall mean that certain Subordinated Promissory Note, dated as of and as in effect on June 24, 2021, by and between Ultimate Holdings and the Investor Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Lenders, in their discretion.

"Investment" means, with respect to any Person, any investment in another Person, whether by (a) acquisition of any debt or Equity Interest, (b) making any loan or advance (including, without limitation, any loan or advance to any Subsidiary or Affiliate), (c) becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person (other than travel and similar advances to employees in the ordinary course of business), or (d) making an Acquisition.

"IPO" means any underwritten public offering of Equity Interests of Ultimate Holdings.

"IRS" means the Internal Revenue Service.

"Lender" means the Tranche A-1 Lender, the Tranche A-2 Lender, the Tranche B-1 Lender, the Tranche B-2 Lender, the Tranche C Lender and/or the Tranche D Lender, as the context may require.

"Lien" means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

"Liquidity" means, on any date of determination, the sum of (a) Excess Availability, plus (b) the Cash Formula Amount.

"LIVK" means LIV Capital Acquisition Corp., a Cayman Islands exempted company.

"Loan" means a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Lender, a Tranche C Loan and/or a Tranche D Loan, as the context may require.

"Loan Documents" means this Agreement, the Notes, the Agents Fee Letter, each Perfection Certificate, the Mexican Loan Documents, the Collateral Documents, the Reference Subordination Agreement, any Subordination Agreements (including the Master Intercompany Note), and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Loan Party" means, collectively (a) Intermediate Holdings, (b) the Borrowers, (c) each Subsidiary of Ultimate Holdings or any Borrower that is not an Excluded Foreign Subsidiary, and (d) each other Person (including without limitation each Guarantor) that (i) executes a joinder agreement to this Agreement as a Loan Party in the form of Exhibit B, (ii) is liable for payment of any of the Obligations, or (iii) has granted a Lien in favor of Collateral Agent or the Lenders on its assets to secure any of the Obligations.

"Margin Stock" means any "margin stock" as defined in Regulation U.

"Master Intercompany Note" means a demand promissory note made by and among the Loan Parties and their Subsidiaries, substantially in the form of Exhibit C, and acceptable to the Required Lenders, in their reasonable discretion.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, prospects, profitability or properties of the Loan Parties taken as a whole, (b) a material impairment of the ability of any Loan Party to perform any of the Obligations under any Loan Document, (c) a material adverse effect upon any substantial portion of the Collateral under the Collateral Documents or upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document, or (d) a material impairment of the ability of Collateral Agent or the Lenders to enforce or collect any Obligations or to realize upon any Collateral.

"Material Contract" means, with respect to any Person, (a) each of the Specified Acquisition Agreement, (b) each contract or agreement to which such Person or any of its Subsidiaries is a party, which individually or in the aggregate comprise at least 10% of the gross revenues of the Consolidated Group, taken as a whole, over the most recently ended Computation Period, (c) each contract or agreement to which such Person or any of its Subsidiaries is a party (i) that relates to any Subordinated Debt, (ii) consisting of a Hedging Obligations in an amount that exceeds $500,000, or (iii) that relates to any other Debt in an aggregate amount of $500,000 or more (other than the Loan Documents), (d) the Senior Credit Facility, and (f) each contract or agreement to which such Person or any of its Subsidiaries is a party, the breach, nonperformance, cancellation, failure to renew, or loss of which could reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means, the Tranche A-1 Maturity date, the Tranche A-2 Maturity Date, the Tranche B-1 Maturity Date, the Tranche B-2 Maturity Date, the Tranche C Maturity Date and/or the Tranche D Maturity Date, as the context may require.

"Mexican Administration Trust" means that certain Administration and Source of Payment Trust Agreement with identification number No. F/3272 (*Contrato de Fideicomiso Irrevocable de Administración y Fuente de Pago No. F/3272*), dated November 9, 2017, including its exhibits, as amended and restated on the Closing Date, and as further amended from time to time.

"Mexican Administration Trust Amendment and Reaffirmation Agreement" means the amendment, acknowledgement and reaffirmation agreement to the Mexican Administration Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids Mexico, S.A. de C.V., as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC. as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Manuel Senderos Fernández and Mauricio Garduño González, as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Collateral Agreements" means, collectively, the Mexican Administration Trust and the Mexican Security Trust.

"Mexican Collateral Amendment and Reaffirmation Agreements" means, collectively, the Mexican Administration Trust Amendment and Reaffirmation Agreement and the Mexican Security Trust Amendment and Reaffirmation Agreement.

"Mexican Loan Documents" means the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Mexican Security Trust" means certain Security Trust Agreement with identification number No. F/3757 (*Contrato de Fideicomiso Irrevocable de Garantía No. F-3757*), dated November 15, 2018, including its exhibits, as amended from time to time. Into this trust the settlors contribute all the shares and equity interests of Mexican Subsidiaries (except for one share or equity interest in each Mexican Subsidiary), and all the intellectual property duly registered, or in the process of registration, in their name before the Mexican Institute of Property.

"Mexican Security Trust Reaffirmation Agreement" means the acknowledgement and reaffirmation agreement to the Mexican Security Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids México S.A. de C.V., Cuarto Origen, S. de R.L. de C.V., AN Evolution, S. de R.L. de C.V., Invertis, S.A. de C.V., QMX Investment Holding USA, Inc., IT Global Holding LLC, AgileThought Mexico, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), Entrepids Technology Inc., 4th Source, LLC, as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC., as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, Manuel Senderos Fernández and Mauricio Garduño González as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Subsidiaries" means, collectively, the Subsidiaries incorporated under the laws of Mexico.

"Mexico" means the United Mexican States.

"Mortgage" means a mortgage, deed of trust or similar instrument granting Collateral Agent or the Lenders a Lien on fee owned real property of any Loan Party.

"Mortgage-Related Documents" means with respect to any real property subject to a Mortgage, the following, in form and substance satisfactory to the Required Lenders in their discretion: (a) an ALTA Loan Title Insurance Policy (or binder therefor) covering Collateral Agent' or the Lenders', as applicable, interest under the Mortgage, in a form and amount and by an insurer acceptable to the Required Lenders, which must be fully paid on that effective date; (b) copies of all documents of record concerning such real property as shown on the commitment for the ALTA Loan Title Insurance Policy referred to above; (c) all assignments of leases, estoppel letters, attornment agreements, consents, waivers, and releases as the Required Lenders reasonably require with respect to other Persons having an interest in the real estate; (d) a current, as-built survey of the real estate, containing a metes-and-bounds property description and certified by a licensed surveyor acceptable to the Required Lenders, in their discretion; (e) a life-of-loan flood hazard determination and, if the real estate is located in a flood plain, an acknowledged notice to borrower and flood insurance in an amount, with endorsements and by an insurer acceptable to the Required Lenders; (f) a current appraisal of the real estate, prepared by an appraiser acceptable to the Required Lenders, and in form and substance satisfactory to the Required Lenders in their discretion; (g) an environmental assessment, prepared by environmental engineers acceptable to the Required Lenders and accompanied by all reports,

certificates, studies, or data as the Required Lenders reasonably require (including, without limitation, "Phase II" reports), which must all be in form and substance satisfactory to the Required Lenders in their discretion; and (h) an environmental agreement and all other documents, instruments, or agreements as the Required Lenders in their discretion require with respect to any environmental risks regarding the real estate, in form and substance satisfactory to the Required Lenders, in their discretion.

"Multiemployer Pension Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Borrower or any other member of the Controlled Group may have any liability.

"Net Cash Proceeds" means:

(a) with respect to any Asset Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party or Subsidiary thereof pursuant to such Asset Disposition net of (i) the direct costs relating to that sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by Borrowers to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), and (iii) amounts required to be applied to the repayment of any Debt secured by a Lien on the asset subject to that Asset Disposition (other than the Loans).

(b) with respect to any issuance of Equity Interests, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates relating to such issuance (including sales and underwriters' commissions); and

(c) with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates of such issuance (including up-front, underwriters' and placement fees).

"Note" or "Notes" means a Tranche A-1 Note, a Tranche A-2 Note, a Tranche B-1 Note, a Tranche B-2 Note, a Tranche C Note and/or a Tranche D Note, as the context may require.

"Obligations" means all obligations (monetary (including post-petition interest, default-rate interest, fees, and expenses, allowed or not in an Insolvency Proceeding) or otherwise) of any Loan Party under this Agreement and any other Loan Document, including Attorney Costs and Reimbursement Obligations, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Notwithstanding the foregoing, the Obligations shall not include any Excluded Swap Obligations.

"OFAC" is defined in Section 9.30.

"Operating Lease" means any lease of (or other agreement conveying the right to use) any real or personal property by any Loan Party, as lessee, other than any Capital Lease.

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

"Outstanding Balance" means the balance of the Senior Credit Facility outstanding as of the date hereof, which, for purposes of clarity is U.S.$70,900,000.

"Payment Conditions" means, with respect to any Permitted Investor Debt Payment or Permitted Earn-out Payment, that (a) no Event of Default has occurred and is continuing or would be caused by the making thereof, and (b) after giving *pro forma* effect to that payment, (i) Liquidity exceeds U.S.$5,000,000 and (ii) as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1.2, the Consolidated Group shall be in *pro forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period.

"Payment in Full" means either (i), (a) the payment in full in cash of all Loans and other Obligations, other than contingent indemnification obligations for which no claims have been asserted, (b) the termination of all Commitments, (c) the Cash Collateralization of all contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, and (d) the release of any claims of the Loan Parties against Agents and Lenders arising on or before the payment date, or (ii) the conversion by each Lender of all of the Outstanding Obligations (as defined in Article XVIII) owed to such Lender pursuant to Article XVIII. "Paid in Full" shall have a correlative meaning.

"PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"Pension Plan" means a "pension plan," as that term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA or the minimum funding standards of ERISA (other than a Multiemployer Pension Plan), and as to which any Borrower or any Subsidiary (including any contingent liability of any member of Borrowers' Controlled Group) may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Perfection Certificate" means a perfection and "know your customer" certificate executed and delivered to Administrative Agent by a Loan Party on or prior to the Closing Date.

"Permits" means, with respect to any Person, any permit, approval, clearance, consent, authorization, license, registration, accreditation, certificate, certification, certificate of need, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of

law and applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject.

"Permitted Acquisition" means any Acquisition by any Borrower, where:

(a) the business or division acquired are for use, or the Person acquired (i) is engaged, in the businesses engaged in by Loan Parties and their Subsidiaries on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto, (ii) generated positive *pro forma* earnings before interest, taxes, depreciation and amortization for each of the twelve (12) calendar months preceding the Acquisition (as determined by a calculation reasonably acceptable to the Required Lenders) and (iii) is, in the case of a business or division, located in the United States or Mexico, or, in the case of a Person, organized under the laws of a state of the United States or Mexico;

(b) immediately before and after giving effect to the Acquisition, no Default or Event of Default has occurred and is continuing,

(c) no Debt or Liens are assumed or incurred, other than Specified Permitted Debt or any Permitted Liens;

(d) the aggregate consideration (cash and non-cash) to be paid by the Loan Parties (including any Debt incurred in connection therewith, the maximum amount payable in connection with any deferred purchase price obligation, including any Earn-out Obligations, and the value of any Equity Interests of any Loan Party issued to the seller in connection with that Acquisition) in connection with (i) such Acquisition (or any series of related Acquisitions) is less than U.S.$20,000,000 and (ii) all Acquisitions occurring after the Closing Date, is less than U.S.$50,000,000; provided that with respect to any Acquisition no more than U.S.$14,000,000 in cash shall be paid as the initial consideration of such Acquisition.

(e) (i) as of the last day of the most recent calendar month for which financial statements have been delivered to Administrative Agent under and in accordance with Section 10.1.2 and after giving effect to such Acquisition, the Consolidated Group is in *pro forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period (calculated as if such Acquisition had occurred on the last day of such Computation Period) as of the last day of the most recent fiscal quarter for which financial statements have been (or were required to be) delivered hereunder and calculated on a pro forma basis as if such Acquisition had been made on such day, the Total Leverage Ratio of the Consolidated Group was no greater than the Total Leverage Ratio required at such time pursuant to Section 11.12.2 if the numerator of such ratio required at such time was less 0.25, and (ii) after giving effect to such Acquisition, the average Liquidity over the preceding 30 day calendar period, calculated as if the Acquisition had occurred on the first day of such period, is greater than U.S.$5,000,000;

(f) in the case of the Acquisition of any Person, the board of directors or similar governing body of such Person has approved such Acquisition;

(g) not less than 10 Business Days prior to that Acquisition (or any later date approved by the Required Lenders in their discretion), Administrative Agent has received an acquisition summary with respect to the Person and/or business, division or assets to be acquired, which summary must include a reasonably detailed description thereof (including financial information) and operating results (including financial statements for the most recent 12-month period for which they are available and as otherwise available), the terms and conditions, including economic terms, of the proposed Acquisition, and Borrowers' calculation of pro forma EBITDA relating thereto, certificated by the Chief Financial Officer of the Borrower Representative and supported by a quality of earnings report reasonably satisfactory to the Required Lenders;

(h) not less than 5 calendar days prior to that Acquisition (or any later date approved by the Required Lenders in their sole discretion), Administrative Agent has received complete drafts of each material document, instrument and agreement to be executed in connection with that Acquisition together with all lien search reports and lien release letters and other documents the Required Lenders reasonably requires to evidence the termination of Liens on the assets, business, or division to be acquired;

(i) the execution versions of all of the documents referenced in clause (h) shall not have materially changed from the drafts provided pursuant to clause (h);

(j) consents have been obtained in favor of Collateral Agent or the Lenders, as applicable, to the collateral assignment of rights and indemnities under the related Acquisition documents and opinions of counsel for the Loan Parties and (if delivered to any Loan Party) the selling party in favor of Collateral Agent or the Lenders, as applicable, have been delivered;

(k) Borrower Representative has provided Administrative Agent with *pro forma* forecasted balance sheets, profit and loss statements, and cash flow statements of the Consolidated Group, all prepared on a basis consistent with the historical financial statements of the Consolidated Group, subject to adjustments to reflect projected consolidated operations following the Acquisition;

(l) Borrower Representative has provided Administrative Agent with reasonable calculations evidencing that on a *pro forma* basis created by adding the historical combined financial statements of the Consolidated Group (including the combined financial statements of any other Person or assets that were the subject of a prior Permitted Acquisition during the relevant period) to the historical consolidated financial statements of the entity to be acquired (or the historical financial statements related to the division, business or assets to be acquired) pursuant to the Acquisition, subject to adjustments to reflect projected consolidated operations following the Acquisition, the Consolidated Group is projected to be in compliance with the financial covenants set forth in Section 11.12 for each of the four Fiscal Quarters ended one year after the proposed date of consummation of that Acquisition;

(m) the provisions of Section 10.9 have been satisfied, including, without limitation, simultaneously with the closing of such Acquisition, by having the target company (if such Acquisition is structured as a purchase of equity) or the Loan Party (if such Acquisition is structured as a purchase of assets or a merger and a Loan Party is the surviving entity) execute

and deliver to Administrative Agent (but in any case subject to the terms and conditions of the Reference Subordination Agreement), (i) such documents necessary to grant to Collateral Agent or the Lenders, as applicable, a first priority Lien (subject only to Permitted Liens and to the Reference Subordination Agreement), in all of the assets of such target company or surviving company, and their respective Subsidiaries, each in form and substance satisfactory to the Required Lenders in their discretion, and (ii) an unlimited Guaranty of the Obligations, or at the option of the Required Lenders in their discretion, a joinder agreement in the form of Exhibit B in their discretion in which such target company or surviving company, and their respective Subsidiaries become, Loan Parties under this Agreement and assume primary, joint and several liability for the Obligations;

(n) if the Acquisition is structured as a merger, a Loan Party is the surviving entity (or if a Borrower is a party to the Acquisition, a Borrower);

(o) to the extent readily available to Borrowers, Borrower Representative has provided the Required Lenders with all other information with respect to that Acquisition as reasonably requested by Administrative Agent (including, without limitation, if reasonably requested by the Required Lenders, one or more third-party due-diligence reports and quality-of-earnings reports); and

(p) Borrower Representative delivers to Administrative Agent, no later than 5 Business Days prior to the Acquisition, a certificate signed by a Senior Officer of Borrowers and in form and substance satisfactory to the Required Lenders in their discretion stating that the Acquisition is a "Permitted Acquisition" and demonstrating compliance with the foregoing requirements.

"Permitted Asset Disposition" (a) the sale or lease of Inventory in the ordinary course of business and dispositions of Inventory that is unmerchantable or unsaleable, in the ordinary course of business, (b) the disposition of surplus, worn-out or obsolete Equipment in the ordinary course of business, (c) the disposition of past-due Accounts in connection with the compromise, settlement or collection thereof in the ordinary course of business, (d) the disposition of cash and Cash Equivalent Investments in the ordinary course of business and for fair market value, (e) Permitted Investments and Permitted Tax Distributions, (f) the transfer of property by a Subsidiary of a Loan Party or a Loan Party to another Loan Party (other than Intermediate Holdings), (g)(i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property in the ordinary course of business, and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business, (h) the licensing of intellectual property pursuant to non-exclusive licenses entered into in the ordinary course of business and not interfering in any material respect with the ordinary course of business of the Borrowers taken as a whole, (i) the lapse, abandonment, or disposition, in the ordinary course of business, of any intellectual property rights that are no longer material to the conduct of the business of the Loan Parties, or expiration of any patent or copyright in accordance with its statutory term, (j) Permitted Factoring Dispositions; (k) any disposition of AGS Alpama Global Services UK Ltd. and any disposition of Alpama Global Services SLU (including its branch in Portugal), and (l) the sale or other disposition of other

assets, in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 in any Fiscal Year.

"Permitted Debt" means Debt expressly permitted under this Agreement pursuant to Section 11.1.

"Permitted Earn-out Obligations" means, collectively, (a) all Permitted Existing Earn-out Obligations and (b) all Permitted Future Earn-out Obligations, in each case determined assuming the maximum amount payable in connection with any such Earn-out Obligations.

"Permitted Earn-out Payments" means (a) the payment of all Permitted Existing Earn-out Obligations that are payable solely in Equity Interests, as and when due and payable under the Acquisition documents related thereto, (b) the payment of all Permitted Existing Earn-out Obligations that are payable solely in cash or cash Equivalents, as and when due and payable under the Acquisition documents related thereto, but in the case of this clause (b) solely as long as the Payment Conditions are met with respect thereto, and (c) the payment of all Permitted Future Earn-out Obligations, as and when due and payable under the Acquisition documents related thereto, to the extent such payment is permitted under the Subordination Agreement entered into with respect thereto.

"Permitted Existing Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred prior to the Closing Date set forth on Schedule 11.1(e), whether payable in Equity Interests or cash or Cash Equivalents.

"Permitted Factoring Dispositions" means the disposition of Accounts via a factoring arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored and not been paid by the account debtor thereof shall not exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Closing Date, whether payable in Equity Interests or cash or Cash Equivalents, as long as such Earn-out Obligations constitute Subordinated Debt subject to a Subordination Agreement and the aggregate amount of such Earn-out Obligations payable in cash or Cash Equivalent Investments does not exceed (i) U.S.$6,000,000 in connection with any single Acquisition (or series of related Acquisitions) and (ii) U.S.$15,000,000 for all Acquisitions after the Closing Date.

"Permitted Holders" means (i) Macfran S.A. de C.V., (ii) Invertis, SA de CV, (iii) Diego Zavala (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González

Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Investment" means any investment permitted under Section 11.9.

"Permitted Investor Debt" shall mean all indebtedness incurred under the Investor Debt Promissory Note, in a maximum aggregate amount not to exceed U.S.$8,000,000 (or the Peso Equivalent thereof) at any time.

"Permitted Investor Debt Payments" shall mean, solely as long as the Payment Conditions are met with respect thereto, the payment to the Investor Debt Noteholder of (a) regularly scheduled interest payments, as and when due and payable under the Investor Debt Promissory Note, and (b) solely on or after January 1, 2022, regularly scheduled payments of principal of the Permitted Investor Debt (for the avoidance of doubt, excluding any prepayments), as and when due and payable under the Investor Debt Promissory Note.

"Permitted Lien" means a Lien expressly permitted under this Agreement pursuant to Section 11.2.

"Permitted Tax Distributions" means cash dividends or cash distributions made by the Loan Parties and their Subsidiaries to Intermediate Holdings and by Intermediate Holdings to its members, in each case, to permit them (or a direct or indirect owner of such members) to pay any Tax liabilities that are attributable to the ownership or operations of the Loan Parties and their Subsidiaries.

"Person" means any natural person, corporation, partnership, trust, limited liability company, association, Governmental Authority, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pesos" or "MXN" means the lawful currency of Mexico.

"Peso/Dollar Reference Exchange Rate" means an exchange rate of MXN21.00 Pesos for each Dollar.

"Peso Commitments" means, as to each Peso Lender, its obligation to make Peso Loans to the Borrowers pursuant to Section 2.1(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Peso Lender's name on Annex A or in the Assignment Agreement pursuant to which such Peso Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Peso Equivalent" means, with respect to any amount in Dollars, the amount, determined by reference to the Conversion Rate as of any date of determination, of Pesos that could be purchased with such amount of Dollars on such date.

"Peso Lender" means at any time, (a) any Lender that has a Peso Commitment at such time and (b) if the Commitments of the Peso Lenders to make Peso Loans have been terminated pursuant to Section 6.1 or Section 6.2 or, if the Aggregate Commitments have expired, any Lender that holds a Peso Loan at such time.

"Peso Loan" means a Tranche A-2 Loan and/or a Tranche B-2 Loan, as the context may require.

"PPP Borrowers" means AgileThought LLC, 4th Source, LLC, AN USA and AGS Alpama Global Services USA, LLC.

"PPP Loan Account" means the Deposit Account in which proceeds from the PPP Loans have been deposited.

"PPP Loans" means unsecured "Paycheck Protection Program" loans in an aggregate principal amount of $9,270,009 incurred by the PPP Borrowers and advanced by (i) any Governmental Authority (including the SBA) or any other Person acting as a financial agent of a Governmental Authority or (ii) any other Person to the extent such Debt under this clause (ii) is guaranteed by a Governmental Authority (including the SBA), in each case, pursuant to the CARES Act.

"PPP Unforgiven Loans" means that amount of the PPP Loans that (x) has been determined by the lender of the PPP Loans (or the SBA) to be ineligible for forgiveness pursuant to the provisions of the CARES Act; or (y) is not included in any application for such forgiveness submitted in accordance with the CARES Act within the time period specified in Section 10.14(b).

"Proceeding" or "proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make Loans of any Type and right to receive payments of interest, fees, and principal with respect thereto, (i) prior to the Commitments being terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment to make Loans of such Type plus the Dollar Amount of the unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders required to make Loans of such Type plus the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Type of all Lenders, and (ii) from and after the time the Commitments to make Loans of such Type have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Typeof all Lenders; and

(b) with respect to all other matters as to a particular Lender, (i) prior to the time that the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment (if any), plus the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders, plus the Dollar Amount of the aggregate unpaid principal amount all Loans of all Lenders, and (ii) if the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of all Lenders.

"Purchase Money Debt" means Debt (other than the Obligations) (a) that is incurred at the time of, or within 20 days following, an acquisition of Equipment, and (b) evidences the deferred purchase price thereof.

"Registration Rights Agreement" means a registration rights agreement (as may be amended, restated or otherwise modified from time to time), entered into by and among the Borrowers, the Lenders and any other parties thereto, granting registration rights with respect to the Conversion Payment Shares, which specifically states that it is a "Registration Rights Agreement" for purposes of this Agreement.

"Regulation D" means Regulation D of the FRB.

"Regulation U" means Regulation U of the FRB.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued thereunder as to which the PBGC has not waived the notification requirement of Section 4043(a), or the failure of a Pension Plan to meet the minimum funding standards of Section 412 of the Code (without regard to whether the Pension Plan is a plan described in Section 4021(a)(2) of ERISA) or under Section 302 of ERISA.

"Required Lenders" means, at any time, Lenders whose Pro Rata Shares exceed 60% as determined pursuant to clause (b) of the definition of "Pro Rata Share;" provided that the Pro Rata Shares held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means, with respect to any Person, the common law and any federal, state, local, foreign, multinational, or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements, or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject, including, without limitation, all health care laws, the Sherman Act (15 U.S.C. § 1); Section 5 of the Federal Trade Commission Act (15 U.S.C. § 45); and the Clayton Act (15 U.S.C. §§ 13, 14 & 18).

"Sanction(s)" means any international economic sanction administered or enforced by the United States Government, including OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"SBA" means the U.S. Small Business Administration.

"SEC" means the Securities and Exchange Commission or any other Governmental Authority succeeding to any of the principal functions thereof.

"Segregated Account" means the account maintained by the trustee under the Faktos/Facultas Trust Documents at Banco Invex, S.A. de C.V., which account secures the obligation to make certain earn-out payments in connection with the acquisition of Faktos INC, S.A.P.I. de C.V. and Facultas Analytics, S.A.P.I. de C.V.

"Senior Credit Facility" means any extension of credit to IT Global Holding LLC, 4th Source, LLC, AN Extend, S.A. de C.V. and AgileThought, LLC pursuant to the amended and restated credit agreement dated as of July 18, 2019, among IT Global Holding LLC and 4th Source, LLC and AgileThought, LLC, as borrowers, the Holding Companies, the other Loan Parties party thereto and Monroe Capital Management Advisors, LLC as administrative agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Credit Facility Documents" means the definitive documentation evidencing the Senior Credit Facility, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Officer" means, with respect to any Loan Party, any of the president, chief executive officer, the chief financial officer, or the treasurer of that Loan Party.

"Specified Permitted Debt" means any Permitted Debt permitted under Section 11.1, other than Permitted Debt permitted under Section 11.1(f) or (o).

"Specified Permitted Investment" means any Permitted Investment permitted under Section 11.9(a), (c), (d), (f), (g), or (k).

"Subordinated Debt" means, collectively, any unsecured Debt of Loan Parties and their Subsidiaries which is subject to a Subordination Agreement.

"Subordination Agreement" means (a) the subordination terms and covenants set forth in the Master Intercompany Note, and (b) any other subordination agreement or terms and covenants set forth in documents evidencing Subordinated Debt that are executed by a holder of Subordinated Debt in favor of Administrative Agent and the Lenders from time to time on or after the Closing Date, in the cases of clauses (a) and (b) in form and substance and on terms and conditions satisfactory to the Required Lenders in their discretion.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, outstanding Equity Interests having more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or

other entity. Unless the context clearly otherwise requires, each reference to Subsidiaries in this Agreement refers to Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries) of the Loan Parties.

"Swap Obligation" means, with respect to a Loan Party, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

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

"Termination Date" means the earlier of November 29, 2021 and the date on which the Aggregate Commitments shall have been entirely utilized or terminated in accordance with this Agreement.

"Termination Event" means, with respect to a Pension Plan that is subject to Title IV of ERISA, (a) a Reportable Event, (b) the withdrawal of any Loan Party or any other member of its Controlled Group from such Pension Plan during a plan year in which any Borrower or any other member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or was deemed such under Section 4068(f) of ERISA, (c) the termination of such Pension Plan, the filing of a notice of intent to terminate the Pension Plan or the treatment of an amendment of such Pension Plan as a termination under Section 4041 of ERISA, (d) the institution by the PBGC of proceedings to terminate such Pension Plan or (e) any event or condition that might reasonably constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Pension Plan.

"Total Debt" means, on any date of determination, all Debt of the Consolidated Group on such day, determined on a consolidated basis in accordance with GAAP, but excluding (a) contingent obligations thereof in respect of Contingent Liabilities (except to the extent constituting (i) Contingent Liabilities thereof in respect of Debt of a Person other than any Loan Party, or (ii) Contingent Liabilities thereof in respect of undrawn letters of credit), (b) any Hedging Obligations thereof, (c) Debt of any Borrower to any other Borrower, to the extent subordinated to the Obligations pursuant to the Master Intercompany Note, (d) for avoidance of doubt, Permitted Earn-out Obligations to the extent that the amount thereof is not yet due and payable, and (e) the Obligations.

"Total Leverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP as of the last day of any Computation Period, the ratio of (a) Total Debt (excluding any the Permitted Investor Debt, indebtedness outstanding under the Exitus Debt Promissory Note, Permitted Earn-out Obligations and the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility) thereof as of such day, to (b) EBITDA thereof for the Computation Period ending on such day. Notwithstanding anything to the contrary herein, solely for the purposes of determining compliance with Section 11.12.2, "Total Debt" shall not include any amount of the PPP Loans other than PPP Unforgiven Loans.

"Total Plan Liability" means, at any time, the present value of all vested and unvested accrued benefits under all Pension Plans, determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"Tranche A-1 Commitment" means, as to any Tranche A-1 Lender, such Lender's commitment to make Tranche A-1 Loans on the Closing Date under this Agreement. The amount of each Tranche A-1 Lender's Tranche A-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders as of the Closing Date is U.S.$3,000,000.

"Tranche A-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-1 Loan at such time.

"Tranche A-1 Loan" means an extension of credit in Dollars made by a Tranche A-1 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-1 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche A-1 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-1 Lender evidencing Tranche A-1 Loans made by such Tranche A-1 Lender, substantially in the form of Exhibit D.

"Tranche A-2 Commitment" means, as to any Tranche A-2 Lender, such Lender's commitment to make Tranche A-2 Loans on the Closing Date under this Agreement. The amount of each Tranche A-2 Lender's Tranche A-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders as of the Closing Date is MXN$120,000,000.

"Tranche A-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-2 Loan at such time.

"Tranche A-2 Loan" means an extension of credit in Pesos made by a Tranche A-2 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-2 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche A-2 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-2 Lender evidencing Tranche A-2 Loans made by such Tranche A-2 Lender, substantially in the form of Exhibit E.

"Tranche B-1 Commitment" means, as to any Tranche B-1 Lender, such Lender's commitment to make Tranche B-1 Loans on the Closing Date under this Agreement. The amount of each Tranche B-1 Lender's Tranche B-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders as of the Closing Date is the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date, which amount in Dollars will be specified in the Funds Flow Memorandum.

"Tranche B-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-1 Loan at such time.

"Tranche B-1 Loan" means an extension of credit in Dollars made by a Tranche B-1 Lender to Ultimate Holdings]pursuant to this Agreement.

"Tranche B-1 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche B-1 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-1 Lender evidencing Tranche B-1 Loans made by such Tranche B-1 Lender, substantially in the form of Exhibit F.

"Tranche B-2 Commitment" means, as to any Tranche B-2 Lender, such Lender's commitment to make Tranche B-2 Loans on the Closing Date under this Agreement. The amount of each Tranche B-2 Lender's Tranche B-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders as of the Closing Date is MXN$78,446,203.

"Tranche B-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-2 Loan at such time.

"Tranche B-2 Loan" means an extension of credit in Pesos made by a Tranche B-2 Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche B-2 Maturity Date" means the latest of (a) March 15, 2023 (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-2 Loans is extended pursuant to Section 6.6, such extended maturity as

determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche B-2 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-2 Lender evidencing Tranche B-2 Loans made by such Tranche B-2 Lender, substantially in the form of Exhibit G.

"Tranche C Commitment" means, as to any Tranche C Lender, such Lender's commitment to make Tranche C Loans on the Closing Date under this Agreement. The amount of each Tranche C Lender's Tranche C Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche C Commitments of all Tranche C Lenders as of the Closing Date is U.S.$4,000,000.

"Tranche C Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche C Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche C Loan at such time.

"Tranche C Loan" means an extension of credit in Dollars made by a Tranche C Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche C Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche C Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche C Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche C Lender evidencing Tranche C Loans made by such Tranche C Lender, substantially in the form of Exhibit H.

"Tranche D Commitment" means, as to any Tranche D Lender, such Lender's commitment to make Tranche D Loans on the Closing Date under this Agreement. The amount of each Tranche D Lender's Tranche D Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche D Commitments of all Tranche D Lenders as of the Closing Date is U.S.$500,000.00.

"Tranche D Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche D Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche D Loan at such time.

"Tranche D Loan" means an extension of credit in Dollars made by a Tranche D Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche D Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche D Loans is extended pursuant to Section 6.6, such extended maturity as determined

pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche D Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche D Lender evidencing Tranche D Loans made by such Tranche D Lender, substantially in the form of Exhibit I.

"Type" means, with respect to a Loan, its character as a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Loan, a Tranche C Loan, or a Tranche D Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Ultimate Holdings" as defined in the preamble to this Agreement.

"Unfunded Liability" means the amount (if any) by which the present value of all vested and unvested accrued benefits under all Pension Plans exceeds the fair market value of all assets allocable to those benefits, all determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"United States" and "U.S." mean the United States of America.

"Warrants" means (a) the warrants issued by LIVK in connection with its initial public offering of units (the "IPO") to buyers of its units in the IPO and (b) the warrants issued by LIVK to its sponsor, LIV Capital Acquisition Sponsor, L.P., in a private placement occurring substantially concurrently with the IPO.

"Wholly-Owned Subsidiary" means, as to any Person, a Subsidiary all of the Equity Interests of which (except directors' qualifying Equity Interests) are at the time directly or indirectly owned by that Person and/or another Wholly-Owned Subsidiary of that Person. Unless the context otherwise requires, each reference to Wholly-Owned Subsidiaries in this Agreement refers to Wholly-Owned Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries) of the Loan Parties.

"Working Capital" means, at any date of determination thereof with respect to any Person, the remainder (which may be a negative number) of (a) the total assets of such Person and its Subsidiaries (other than cash and Cash Equivalent Investments) which may properly be classified as current assets on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP minus (b) the total liabilities of such Person and its Subsidiaries which may properly be classified as current liabilities (other than the current portion of any Loans) on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority

from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "in its discretion" means "in its sole and absolute discretion." The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Agents, Loan Parties, the Lenders and the other parties hereto and thereto and are the products of all parties. Accordingly, they shall not be construed against the Agents or the Lenders merely because of the Agents' or Lenders' involvement in their preparation.

(h) If any delivery due date specified in Section 10.1 for the delivery of reports, certificates and other information required to be delivered pursuant to Section 10.1 falls on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day.

(i) A Default or Event of Default will be deemed to have occurred and exist at all times during the period commencing on the date that Default or Event of Default occurs to the date on which that Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement, and an Event of Default will "continue" or be "continuing" until that Event of Default has been waived in writing by the Required Lenders.

Section 1.3 Accounting and Other Terms.

(a) Unless otherwise expressly provided in this Agreement, each accounting term used in this Agreement has the meaning given it under GAAP applied on a basis consistent with those used in preparing the financial statements and using the same inventory valuation method as used in the financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in that change, the change is disclosed to Administrative Agent, and Section 11.12 is amended in a manner satisfactory to Administrative Agent to take into account the effects of the change. All financial statements delivered pursuant to this Agreement shall be prepared in the English language and Dollars.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and any of the Borrowers, the Required Lenders shall so request, with notice to the Administrative Agent, the Lenders and the Borrower Representative on behalf of the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders). Notwithstanding anything to the contrary contained in this paragraph or the definition of "Capital Lease," or "Capital Lease Obligations" in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that they were in existence on the Closing Date) that would constitute Capital Leases or Capital Lease Obligations in accordance with GAAP on December 31, 2018 shall be considered Capital Leases or Capital Lease Obligations, as applicable, and all calculations and deliverables under this Agreement or any other Loan Document shall be made in accordance therewith; provided, that, for the avoidance of doubt, all leases entered into after December 31, 2018 shall be capitalized, except to the extent that any such lease is a renewal, extension or replacement of any lease entered into or prior to December 31, 2018.

(c) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC and which are not otherwise defined in this Agreement have the same meanings in this Agreement as set forth therein, except that terms used in this Agreement which are defined in the UCC as in effect in the State of New York on the date of this Agreement will continue to have the same meaning notwithstanding any replacement or amendment of that statute except as Administrative Agent may otherwise determine

Section 1.4 Classification of Loans. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Tranche A-1 Loan").

ARTICLE II

COMMITMENTS OF THE LENDERS; BORROWING PROCEDURES

Section 2.1 Loans.

(a) Each Tranche A-1 Lender agrees to make a Tranche A-1 Loan in Dollars to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders.

The Tranche A-1 Commitments of the Tranche A-1 Lenders to make Tranche A-1 Loans shall expire concurrently with the making of the Tranche A-1 Loans on the Closing Date.

(b) Each Tranche A-2 Lender agrees to make a Tranche A-2 Loan in Pesos to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders. The Tranche A-2 Commitments of the Tranche A-2 Lenders to make Tranche A-2 Loans shall expire concurrently with the making of the Tranche A-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(c) Each Tranche B-1 Lender agrees to make a Tranche B-1 Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders. The Tranche B-1 Commitments of the Tranche B-1 Lenders to make Tranche B-1 Loans shall expire concurrently with the making of the Tranche B-1 Loans on the Closing Date.

(d) Each Tranche B-2 Lender agrees to make a Tranche B-2 Loan in Pesos to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders. The Tranche B-2 Commitments of the Tranche B-2 Lenders to make Tranche B-2 Loans shall expire concurrently with the making of the Tranche B-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Each Tranche C Lender agrees to make a Tranche C Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche C Commitments of all Tranche C Lenders. The Tranche C Commitments of the Tranche C Lenders to make Tranche C Loans shall expire concurrently with the making of the Tranche C Loans on the Closing Date.

(f) Each Tranche D Lender agrees to make a Tranche D Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche D Commitments of all Tranche D Lenders. The Tranche D Commitments of the Tranche D Lenders to make Tranche D Loans shall expire concurrently with the making of the Tranche D Loans on the Closing Date.

(g) Amounts repaid with respect to any of the Loans may not be reborrowed.

Section 2.2 Borrowing Procedures.

(a) The Borrower Representative shall give written notice (each such written notice, a "Notice of Borrowing") to Administrative Agent and each Lender of the proposed borrowing not later than 10:00 A.M. (Mexico, City time) three Business Days prior to the proposed date of that borrowing (or such shorter period acceptable to the Administrative Agent). Each such notice will be effective upon receipt by Administrative Agent, will be irrevocable, and must specify the proposed Closing Date (which date shall be a Business Day prior to the

Termination Date) and amount of the requested borrowing. Except as otherwise agreed in a flow of funds memorandum in form and substance acceptable to the Administrative Agent and the Lenders (a "Funds Flow Memorandum") on the Closing Date, each Lender shall provide Administrative Agent with immediately available funds covering that Lender's Pro Rata Share of that borrowing so long as the applicable Lender has not received written notice that the conditions precedent set forth in Article XII with respect to that borrowing have not been satisfied. Except as otherwise agreed in a Funds Flow Memorandum, after the Administrative Agent's receipt of the proceeds of the applicable Loans from the Lenders, the Administrative Agent shall make the proceeds of those Loans available to the applicable Borrower on the Closing Date by transferring to the applicable Borrower immediately available funds equal to the proceeds received by the Administrative Agent. There shall be a single borrowing of the Loans hereunder.

(b) Funding Losses. In connection with each Loan, each Borrower shall jointly and severally indemnify, defend, and hold the Administrative Agent and the Lenders harmless against any loss, cost, or expense actually incurred by the Administrative Agent or any Lender as a result of the failure to borrow any Loan on the date specified by the Borrower Representative in a Notice of Borrowing (other than as a result of any failure of any Lender to make such Loan to the extent required by this Agreement that a court of competent jurisdiction finally determines to have resulted from gross negligence, willful misconduct, or bad faith of such Lender) (such losses, costs, or expenses, "Funding Losses"). A certificate of the Administrative Agent or a Lender delivered to the Borrower Representative setting forth in reasonable detail any amount or amounts that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 2.2.2 shall be conclusive absent manifest error. Borrowers shall pay such amount to the Administrative Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate.

Section 2.3 Commitments Several. The failure of any Lender to make a requested Loan on any date shall not relieve any other Lender of its obligation (if any) to make a Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Loan to be made by such other Lender. Anything herein to the contrary notwithstanding, the Tranche A-1 Lenders, Tranche A-2 Lenders, Tranche B-1 Lenders and Tranche B-2 Lenders shall be relieved from their obligations to make Loans hereunder in case of failure by the Tranche C Lenders and Tranche D Lenders to make Tranche C Loans and Tranche D Loans in an aggregate principal amount of at least U.S.$4,000,000, hereunder.

Section 2.4 Certain Conditions. No Lender shall have an obligation to make any Loan if an Event of Default or Default has occurred and is continuing.

Section 2.5 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions will apply for so long as that Lender is a Defaulting Lender:

(a) Any amount payable to a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, or otherwise and including any amount that would otherwise be payable to that Defaulting Lender pursuant to Section 7.5 but excluding Article VIII) will, in lieu of being distributed to that Defaulting Lender, be retained by the

Administrative Agent and, subject to any applicable requirements of law, be applied as follows at such time or times as the Administrative Agent determines: (i) first, to the payment of any amounts owing by that Defaulting Lender to the Agents under this Agreement; (ii) second, *pro rata*, to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; (iii) third, if so determined by the Administrative Agent and the Borrowers, held as cash collateral for future funding obligations of the Defaulting Lender under this Agreement; (iv) fourth, *pro rata*, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Borrower or any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and (v) fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. If any such payment is a prepayment of the principal amount of any Loans and made at a time when the conditions set forth in Section 12.2 are satisfied, then that payment will be applied solely to prepay the Loans of all Lenders that are not Defaulting Lenders *pro rata* prior to being applied to the prepayment of any Loans of any Defaulting Lender.

(b) If the Administrative Agent and the Borrowers each agrees that a Defaulting Lender has adequately remedied all matters that caused that Lender to be a Defaulting Lender, then that Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent determines is necessary in order for that Lender to hold those Loans in accordance with its Pro Rata Share (as determined pursuant to clause (a) of the definition of "Pro Rata Share"). No Defaulting Lender will have any right to approve or disapprove any amendment, waiver, consent, or any other action the Lenders or the Required Lenders have taken or may take under this Agreement (including any consent to any amendment or waiver pursuant to Section 15.1) but any waiver, amendment, or modification requiring the consent of all Lenders or each directly affected Lender that affects a Defaulting Lender differently than other affected Lenders will require the consent of that Defaulting Lender.

ARTICLE III

EVIDENCING OF LOANS

Section 3.1 Notes. Each Tranche A-1 Loan shall be evidenced by a Tranche A-1 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (ii) each Tranche A-2 Loan shall be evidenced by a Tranche A-2 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (iii) each Tranche B-1 Loan shall be evidenced by a Tranche B-1 Note, executed by Ultimate Holdings as issuer; (iv) each Tranche B-2 Loan shall be evidenced by a Tranche B-2 Note, executed by Ultimate Holdings as issuer; (v) each Tranche C Loan shall be evidenced by a Tranche C Note, executed by Ultimate Holdings as issuer; and (vi) each Tranche D Loan shall be evidenced by a Tranche D Note, executed by Ultimate Holdings as issuer. The Notes shall be delivered to each Lender for the benefit of such Lender on or before the Closing Date, appropriately completed. Each Loan and interest thereon shall at all times (including after assignment pursuant to Section 15.6) be represented by one or more Notes in such form payable to the payee named therein. Each

Lender shall be entitled to have its Notes substituted, exchanged or subdivided for Notes of lesser denominations in connection with a permitted assignment of all or any portion of such Lender's Loans and Notes pursuant to Section 15.6. In case of theft, partial or complete destruction or mutilation of any Note, the relevant Lender shall be entitled to request to the Borrowers, and the Borrowers shall promptly (but in any event within ten days of such notice) execute and deliver in lieu thereof a new Note, dated the same date as the lost, stolen, destructed or mutilated Note.

Section 3.2 Recordkeeping. The Administrative Agent, on behalf of each Lender, shall record in its records, the date and amount of each Loan made by each Lender and each repayment or conversion (if permissible) thereof. The aggregate unpaid principal amount so recorded will be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount will not, however, limit or otherwise affect the Obligations of the Borrowers under this Agreement or under any Note to repay the principal amount of the Loans under this Agreement, together with all interest accruing thereon.

ARTICLE IV

INTEREST

Section 4.1 Interest Rates.

(a) (i) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-1 Loan for the period commencing on the date that Tranche A-1 Loan is made until that Tranche A-1 Loan is paid in full at a rate per annum equal to 11.00%; (ii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-2 Loan for the period commencing on the date that Tranche A-2 Loan is made until that Tranche A-2 Loan is paid in full at a rate per annum equal to 17.41%; (iii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-1 Loan for the period commencing on the date that Tranche B-1 Loan is made until that Tranche B-1 Loan is paid in full at a rate per annum equal to 11.00%; (iv) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-2 Loan for the period commencing on the date that Tranche B-2 Loan is made until that Tranche B-2 Loan is paid in full at a rate per annum equal to 17.41%; (v) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche C Loan for the period commencing on the date that Tranche C Loan is made until that Tranche C Loan is paid in full at a rate per annum equal to 11.00%; and (vi) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche D Loan for the period commencing on the date that Tranche D Loan is made until that Tranche D Loan is paid in full at a rate per annum equal to 11.00%.

As between AgileThought Mexico and the Peso Lenders only, and for information purposes only, the interest rate applicable to the Peso Loans has been agreed giving due regard to factors that would make the rate the substantial equivalent to the interest rate applicable to the Dollar Loans.

(b) Notwithstanding the foregoing, at any time an Event of Default exists, the interest rate applicable to each Loan will be increased by 2% during the existence of an Event of Default (and, in the case of Obligations not bearing interest, those Obligations will, during the existence of an Event of Default, bear interest at the highest interest rate applicable to the Loans plus 2%), but any such increase may be rescinded by Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections 13.1.1 or 13.1.4, the increase provided for in this Section 4.1 will occur automatically. In no event will interest payable by the Borrowers to any Lender under this Agreement exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, then that provision will be deemed modified to limit that interest to the maximum rate permitted under that law.

Section 4.2 Interest Payment Dates; Payment-in-Kind.

(a) Tranche A-1 Loans.

(i) Accrued interest on each Tranche A-1 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-1 Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-1 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-1 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-1 Loans, and such interest amount (together with any principal of the Tranche A-1 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-1 Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-1 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-1 Loan maintained by such Tranche A-1 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-1 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-1 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-1 Lenders,

the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-1 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-1 Loans as provided in this Section 4.2(a)(ii).

(b) Tranche A-2 Loans.

(i) Accrued interest on each Tranche A-2 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-2 Loans shall be payable on demand. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-2 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-2 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-2 Loans, and such interest amount (together with any principal of the Tranche A-2 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-2 Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-2 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-2 Loan maintained by such Tranche A-2 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-2 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-2 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-2 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-2 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-2 Loans as provided in this Section 4.2(a)(ii).

(c) Tranche B-1 Loans.

(i) Accrued interest on each Tranche B-1 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-1 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount on account of interest on the Tranche B-1 Loans equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans.

(d) Tranche B-2 Loans.

(i) Accrued interest on each Tranche B-2 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-2 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount on account of interest on the Tranche B-2 Loans equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Tranche C Loans.

(i) Accrued interest on each Tranche C Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche C Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche C Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche C Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche C Loans, and such interest amount (together with any principal of the Tranche C Loans prior to giving effect to the provisions of this Section 4.2(e)(ii)) thereafter shall form part of the Tranche C Loans and shall itself bear

interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche C Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche C Loan maintained by such Tranche C Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche C Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche C Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche C Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche C Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche C Loans as provided in this Section 4.2(e)(ii).

(f) Tranche D Loans.

(i) Accrued interest on each Tranche D Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche D Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche D Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche D Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche D Loans, and such interest amount (together with any principal of the Tranche D Loans prior to giving effect to the provisions of this Section 4.2(f)(ii)) thereafter shall form part of the Tranche D Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche D Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche C Loan maintained by such Tranche C Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that

if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche D Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche D Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche D Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche D Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche D Loans as provided in this Section 4.2(f)(ii).

(g) The provisions of this Section 4.2 represent the sole and entire agreement of the parties to capitalize interest and accept payment of interest other than in cash; provided, that such agreement is subject to the terms of the Reference Subordination Agreement. Any interest not capitalized and added to principal pursuant to Section 4.2 shall continue to be payable in cash in accordance with the terms of this Agreement and the Notes, and if unpaid when due, shall bear interest at the applicable rate provided in Section 4.1.

Section 4.3 Computation of Interest. Interest will be computed for the actual number of days elapsed on the basis of a year of 360 days.

Section 4.4 Intent to Limit Charges to Maximum Lawful Rate. In no event will any interest rate payable under this Agreement (including, without limitation, under Section 4.1 plus any other amounts paid in connection herewith), exceed the highest rate permissible under any law that a court of competent jurisdiction, in a final determination, deems applicable. Borrowers and the Lenders, in executing and delivering this Agreement, intend legally to agree upon the rates of interest and manner of payment stated within this Agreement; provided that, notwithstanding any provision of this Agreement to the contrary, if any such rate of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, each Borrower is and will be liable only for the payment of such maximum amount as is allowed by law, and payment received from such Borrower in excess of such legal maximum, whenever received, will be applied to reduce the principal balance of the Obligations to the extent of that excess.

ARTICLE V

FEES

Section 5.1 Fee Letters. Each Borrower jointly and severally agrees to pay to the Agents and to the Lenders all such fees and expenses as are mutually agreed to from time to time by the Borrower, the Agents and the Lenders, including, without limitation, the fees and expenses set forth in the Agents Fee Letter, in each case subject to the terms of the Reference Subordination Agreement. All fees payable under the Loan Documents shall be paid on the dates due, in immediately available funds and shall not be subject to reduction by way of set-off

or counterclaim. Fees paid under any Loan Document shall not be refundable under any circumstances.

Section 5.2 Facility Fee.

(a) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-1 Lenders, for their account (to be shared ratably among the Tranche A-1 Lenders), on the earliest of (i) the Tranche A-1 Maturity Date, (ii) the date on which the Tranche A-1 Loans are paid in full in cash, and (iii) the date on which the Tranche A-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-1 Facility Fee Payment Date"), a fee (the "Tranche A-1 Facility Fee"), in an amount equal to 1.75% of the Tranche A-1 Commitment. The Tranche A-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-1 Lenders on the Tranche A-1 Facility Fee Payment Date.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-2 Lenders, for their account (to be shared ratably among the Tranche A-2 Lenders), on the earliest of (i) the Tranche A-2 Maturity Date, (ii) the date on which the Tranche A-2 Loans are paid in full in cash, and (iii) the date on which the Tranche A-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-2 Facility Fee Payment Date"), a fee (the "Tranche A-2 Facility Fee"), in an amount equal to 1.75% of the Tranche A-2 Commitment. The Tranche A-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-2 Lenders on the Tranche A-2 Facility Fee Payment Date.

(c) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-1 Lenders, for their account (to be shared ratably among the Tranche B-1 Lenders), on the earliest of (i) the Tranche B-1 Maturity Date, (ii) the date on which the Tranche B-1 Loans are paid in full in cash, and (iii) the date on which the Tranche B-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-1 Facility Fee Payment Date"), a fee (the "Tranche B-1 Facility Fee"), in an amount equal to 1.75% of the Tranche B-1 Commitment. The Tranche B-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-1 Lenders on the Tranche B-1 Facility Fee Payment Date.

(d) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-2 Lenders, for their account (to be shared ratably among the Tranche B-2 Lenders), on the earliest of (i) the Tranche B-2 Maturity Date, (ii) the date on which the Tranche B-2 Loans are paid in full in cash, and (iii) the date on which the Tranche B-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-2 Facility Fee Payment Date"), a fee (the "Tranche B-2 Facility Fee"), in an amount equal to 1.75% of the Tranche B-2 Commitment. The Tranche B-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-2 Lenders on the Facility Fee Payment Date.

(e) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche C Lenders, for their account (to be shared ratably

among the Tranche C Lenders), on the earlier of (i) the Tranche C Maturity Date, (ii) the date on which the Tranche C Loans are paid in full in cash, and (iii) the date on which the Tranche C Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche C Facility Fee Payment Date"), a fee (the "Tranche C Facility Fee"), in an amount equal to 1.75% of the Tranche C Commitment. The Tranche C Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche C Lenders on the Facility Fee Payment Date.

(f) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche D Lenders, for their account (to be shared ratably among the Tranche D Lenders), on the earlier of (i) the Tranche D Maturity Date, (ii) the date on which the Tranche D Loans are paid in full in cash, and (iii) the date on which the Tranche D Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche D Facility Fee Payment Date"), a fee (the "Tranche D Facility Fee"), in an amount equal to 1.75% of the Tranche D Commitment. The Tranche D Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche D Lenders on the Facility Fee Payment Date.

ARTICLE VI

REDUCTION OR TERMINATION OF THE COMMITMENT; PREPAYMENTS.

Section 6.1 Reduction or Termination of the Commitment.

(a) The Borrowers may not reduce or terminate the Commitments.

(b) The Commitment of each Lender shall automatically terminate at 5:00 p.m. (Mexico City time) on the Termination Date.

Section 6.2 Prepayments.

6.2.1 Voluntary Prepayments. The Borrowers shall have the right at any time, and from time to time, to deliver a written notice to the Administrative Agent containing an offer by the Borrowers to prepay the Loans in whole or in part on a Business Day set forth in such notice (such date, a "Voluntary Prepayment Date") which is not earlier than ten days following the date on which such notice is actually received by the Administrative Agent (such date, a "Voluntary Prepayment Notice Date"), and the Lenders shall have the right to accept such offer in their sole and absolute discretion; provided that such offer may only be accepted to the extent that, (a) such prepayment is permitted under the Reference Subordination Agreement, and (b) the Borrowers shall have paid in full the fees set forth under Section 5.2. Any such notice to prepay the Loans shall be irrevocable and in case the Borrowers deliver such notice and the conditions under clauses (a) and (b) above are satisfied, the Loans shall become due and payable in full on the Voluntary Prepayment Date.

6.2.2 Mandatory Prepayments.

(a) Loans. Subject to the Reference Subordination Agreement, the Borrowers shall make a prepayment of the Loans until paid in full upon the occurrence of any of the following at the following times and in the following amounts:

(i) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Asset Disposition (other than from a Permitted Factoring Disposition), in an amount equal to 100% of such Net Cash Proceeds;

(ii) concurrently with the receipt by any Loan Party of any proceeds of any issuance of its Equity Interests (other than any such issuance of Equity Interests that is described in clause (i) of the definition of "Extraordinary Receipts"), in an amount equal to 100% of the Net Cash Proceeds thereof;

(iii) concurrently with the receipt by any Loan Party of any Extraordinary Receipts, in an amount equal to 100% of such Extraordinary Receipts; provided that, in the case of any event described in clause (b) of the definition of the term "Extraordinary Receipts," with respect to Extraordinary Receipts not to exceed U.S.$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Extraordinary Receipts from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Extraordinary Receipts, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iii) in respect of the Extraordinary Receipts specified in such certificate; provided, further, that to the extent any such Extraordinary Receipts therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Extraordinary Receipts that have not been so applied unless such 180-day period is extended by the Required Lenders; provided, further, that in the case of any event described in clause (i) of the definition of the term "Extraordinary Receipts" (but only to the extent that, at the time of receipt of such Extraordinary Receipts the cash on hand of the Loan Parties is less than U.S.$15,000,000) the amount of such Extraordinary Receipts required to be applied to make a prepayment of the Loans pursuant to this Section 6.2.2 shall be an amount equal to the positive difference between (A) the aggregate amount of such Extraordinary Receipts, and (B) the positive difference between (1) U.S.$15,000,000 and (2) the cash on hand of the Loan Parties as of the date of receipt of such Extraordinary Receipts; and

(iv) concurrently with the receipt of any Business Interruption Proceeds, in an amount equal to 100% of such Business Interruption Proceeds; provided that, with respect to Business Interruption Proceeds not to exceed U.S.$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Business Interruption Proceeds from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Business Interruption Proceeds, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties

or to pay operating expenses of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iv) in respect of the Extraordinary Receipts specified in such certificate; provided, further, that to the extent any such Business Interruption Proceeds therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Business Interruption Proceeds that have not been so applied unless such 180-day period is extended by the Required Lenders.

Section 6.3 Manner and Application of Prepayments. All prepayments of the Loans under Section 6.2 shall be subject to the Reference Subordination Agreement and to Section 8.7 and shall be accompanied by payment of all accrued interest on the Loans (or portion thereof) being prepaid. All prepayments of the Loans will be applied on a *pro rata* basis to the Loans based on the Dollar Amount thereof.

Section 6.4 Repayments.

(a) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-1 Lenders the outstanding principal amount of each Tranche A-1 Loan on the Tranche A-1 Maturity Date.

(b) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-2 Lenders the outstanding principal amount of each Tranche A-2 Loan on the Tranche A-2 Maturity Date.

(c) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-1 Lenders the outstanding principal amount of each Tranche B-1 Loan on the Tranche B-1 Maturity Date.

(d) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-2 Lenders the outstanding principal amount of each Tranche B-2 Loan on the Tranche B-2 Maturity Date.

(e) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche C Lenders the outstanding principal amount of each Tranche C Loan on the Tranche C Maturity Date.

(f) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche D Lenders the outstanding principal amount of each Tranche D Loan on the Tranche D Maturity Date.

Section 6.5 Increase of Tranche B-1 and Tranche B-2 Loans Payment Amount.

(a) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest

Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans

(b) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans.

Section 6.6 Extension of Maturity.

(a) The Borrowing Agent may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not earlier than 45 days and not later than 35 days prior to the Maturity Date then in effect hereunder (the "Existing Maturity Date"), request that each Lender extend such Lender's Maturity Date for up to an additional 18 months from the Existing Maturity Date.

(b) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the Existing Maturity Date and not later than the date (the "Notice Date") that is 20 days prior to the Existing Maturity Date, advise the Administrative Agent whether or not such Lender agrees to such extension. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(c) The Administrative Agent shall notify the Borrowers of each Lender's determination under this Section no later than the date five days prior to the Existing Maturity Date (or, if such date is not a Business Day, on the following Business Day).

(d) As a condition precedent to any such extension, the Borrowing Agent shall deliver to the Administrative Agent (y) a certificate of each Loan Party dated as of the Existing Maturity Date (in sufficient copies for each Lender) signed by an authorized signatory of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such extension and (ii) certifying that, before and after giving effect to such extension, (A) the representations and warranties contained in Article IX and the other Loan Documents are true and correct on and as of the Existing Maturity Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 6.6, the representations and warranties contained in Section 9.4 shall be deemed to refer to the most recent statements furnished pursuant to Section 10.1.1 and Section 10.1.2, and (B) no Default or Event of Default exists, and *(z)* evidence in form and substance satisfactory to Administrative Agent and the Lenders that (i) each of the Mexican Collateral Agreements has been acknowledged and ratified by the parties thereto consenting to the extension of the Existing Maturity Date, and (ii) proper registration of the acknowledgement and ratification of each of the Mexican Collateral Agreements has been carried out before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and before the Mexican Industrial

Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Agreement, respectively.

ARTICLE VII

MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES

Section 7.1 Making of Payments.

7.1.1 Borrowers shall make all payments of principal or interest on the Loans, and of all fees, to the Administrative Agent in immediately available funds to the account designated by the Administrative Agent for such purpose, not later than 12:00 P.M. (Mexico City time) on the date due, and funds received after that time shall be deemed to have been received by the Administrative Agent on the following Business Day, with the exception that funds due in pesos for the Peso Loans will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the date due. Borrowers shall make all payments to the Agents and the Lenders without set-off, counterclaim, recoupment, deduction, or other defense. Subject to Section 2.5, Administrative Agent shall promptly remit to each Lender and the Collateral Agent its share of all such payments received in collected funds by Administrative Agent for the account of such Lender and the Collateral Agent. Notwithstanding the foregoing, Borrowers shall make all payments under Section 8.1 directly to the Lender entitled thereto.

7.1.2 Except to the extent otherwise provided herein (i) each payment or prepayment of principal of the Loans shall be made for the account of the Lenders of each Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans and Tranche D Loans, and within each Type shall be made for the account of the Lenders of such Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Loans of such Type held by the respective Lenders and (ii) each payment of interest by the Borrowers shall be made for the account of the Lenders of each Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans and Tranche D Loans, and within each Type shall be made for account of the Lenders of such Type *pro rata* in accordance with the Dollar Amount of interest on the Loans of that same Type then due and payable to the Lenders of such Type.

Section 7.2 Application of Certain Payments.

7.2.1 So long as no Default or Event of Default has occurred and is continuing, mandatory prepayments shall be applied as set forth in Section 6.3.

7.2.2 Subject to any written agreement among Administrative Agent and the Lenders:

(a) [Reserved].

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent, acting upon the written direction of the Required Lenders, shall apply all payments in respect of any Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement, as follows: (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay the Obligations in respect of any fees and indemnities then due and payable to the Lenders until paid in full; (iii) third, ratably to pay interest then due and payable in respect of the Loans until paid in full based on the Dollar Amount thereof; (iv) fourth, ratably to pay principal of the Loans until paid in full based on the Dollar Amount thereof; (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 7.2.2(b), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after, or that would have accrued but for, the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 7.2.2 and other provisions contained in any other Loan Document, it is the intention of the parties to this Agreement that all such priority provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 7.2.2 shall control and govern.

Section 7.3 Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day unless the result of that extension would cause such due date to occur in another calendar month, in which case such due date shall be the immediately preceding Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

Section 7.4 Setoff. All payments made by Borrowers hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. Each Borrower, for itself and each other Loan Party, agrees that each Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Borrower, for itself and each other Loan Party, agrees that at any time any Event of Default exists, each Agent and each Lender may apply to the payment of any Obligations of each Borrower and each other Loan Party under this Agreement, whether or not then due, any and all balances, credits, deposits, accounts, or moneys of each Borrower and each other Loan Party then or thereafter with that Agent or that Lender.

Section 7.5 Proration of Payments. Except as provided in Section 2.5, if any Lender obtains any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise), on account of principal of or interest on any Loan (but excluding (a) any payment pursuant to Section 8 or 15.6, or (b) payments of interest on any Affected Loan) in excess of its

applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Loans, then held by them, then that Lender shall purchase from the other Lenders such participations in the Loans held by them as are necessary to cause that purchasing Lender to share the excess payment or other recovery ratably with each of them, but if all or any portion of the excess payment or other recovery is thereafter recovered from that purchasing Lender, then that purchase will be rescinded and the purchase price restored to the extent of that recovery.

Section 7.6 Taxes.

7.6.1 The Loan Parties shall make all payments under this Agreement or under any Loan Documents without setoff, counterclaim, or other defense. All payments under this Agreement or under the Loan Documents (including any payment of principal, interest, or fees and including, for the avoidance of doubt, any payment that results from the delivery of Conversion Payment Shares) to, or for the benefit, of any Person will be made by the Loan Parties free and clear of and without deduction or withholding for, or account of, any Taxes now or hereafter imposed by any taxing authority, except as required by applicable law.

7.6.2 If Borrowers make any payment (including, for the avoidance of doubt, that results from the exercise of the conversion rights under Article XVIII) under this Agreement or under any other Loan Document in respect of which any Borrower is required by applicable law to deduct or withhold any Taxes, then (i) the Borrower shall be entitled to deduct or withhold from such payment the amount of such Taxes, (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant taxing authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, the sum payable by such Borrower shall be increased such that after the reduction for the amount of Indemnified Taxes withheld (and any Indemnified Taxes withheld or imposed with respect to the additional payments required under this Section 7.6.2), the recipient of the payment receives an amount equal to the sum it would have received had no such withholding been made. To the extent Borrowers withhold any Taxes on payments under this Agreement or under any other Loan Document, Borrowers shall deliver to Administrative Agent within 30 days after Borrowers have made payment to that taxing authority a receipt issued by that taxing authority (or other evidence reasonably satisfactory to Administrative Agent) evidencing the payment of all amounts so required to be deducted or withheld from that payment.

7.6.3 If any Lender or Agent or other recipient is required by law to make any payments of any Indemnified Taxes on or in relation to any amounts received or receivable under this Agreement or under any other Loan Document, or any Indemnified Tax is assessed against a Lender or Agent or other recipient with respect to amounts received or receivable under this Agreement or under any other Loan Document, Borrowers will indemnify that Person against (i) that Indemnified Tax and (ii) any Indemnified Taxes imposed as a result of the receipt of the payment under this Section 7.6.3. A certificate prepared in good faith as to the amount of any such payment by that Lender or Agent or other recipient will, absent manifest error, be final, conclusive, and binding on all parties.

7.6.4 Notwithstanding anything to the contrary in Sections 7.6.2 and 7.6.3, the Borrowers shall in no event be required to pay the Tranche B-1 Lender or the Tranche B-2

Lender additional amounts under clause (iii) of Section 7.6.2 with respect to U.S. federal withholding Taxes ("U.S. Withholding Tax Additional Amounts") or to indemnify the Tranche B-1 Lender or the Tranche B-2 Lender under Section 7.6.3 against Indemnified Taxes that are U.S. federal withholding Taxes ("U.S. Withholding Tax Indemnity Payments") to the extent the sum of any U.S. Withholding Tax Additional Amounts and any U.S. Withholding Tax Indemnity Payments paid by the Borrowers to the Tranche B-1 Lender and the Tranche B-2 Lender exceeds, in the aggregate, U.S.$250,000.

7.6.5 (a) Any Lender that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any Loan Document shall use its best efforts to deliver to the Borrower Representative and the Administrative Agent, such properly and completed executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payment to be made without withholding or at a reduced rate of withholding.

(b) Without limiting the generality of the foregoing:

(A) each Lender that is not a United States person within the meaning of Code Section 7701(a)(30) (a "Non-U.S. Lender") shall use its best efforts to deliver to Borrower Representative and Administrative Agent on the earlier of (i) the date that is six (6) months after the Closing Date (or in the case of a Lender that is an Assignee, on the date of the assignment) and (ii) the date of delivery of Conversion Payment Shares, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY (or any successor or other applicable form prescribed by the IRS) for each such Lender and, as applicable, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable form prescribed by the IRS) for each of its partners or other beneficial owners certifying to the entitlement to a complete exemption from, or reduction in, U.S. federal withholding tax on interest payments to be made under this Agreement or under any Loan Document, together with such supplementary documentation as may be prescribed by applicable law to permit Borrowers or the Administrative Agent to determine the withholding or deduction to be made. If a Lender or one of its partners or other beneficial owners is claiming a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c), then that Lender shall deliver (along with two accurate and complete original signed copies of IRS Form W-8IMY, W-8BEN or W-8BEN-E, as applicable) a certificate in form and substance reasonably acceptable to Borrower Representative and Administrative Agent to the effect that such Person is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (any such certificate, a "Withholding Certificate"). To the extent a Lender (or its partners or other beneficial owners, as applicable) would be entitled to claim a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c) with respect to payments received under this Agreement or under

the Loan Documents, and such Lender takes any action that could reasonably be expected to result in the loss of such exemption, the Borrowers shall not be required to pay to such Lender amounts pursuant to Section 7.6 in excess of the maximum amount that the Borrowers would have been required to pay pursuant to the Laws in effect on the date of this Agreement had the Lender not taken such action. In addition, each Non-U.S. Lender shall, from time to time after the Closing Date (or in the case of a Lender that is an Assignee, after the date of the assignment to that Lender) when a lapse in time (or change in circumstances occurs) renders the prior certificates delivered under this Agreement obsolete or inaccurate in any material respect, use its best efforts to deliver to Borrower Representative and Administrative Agent two new and accurate and complete original signed copies of IRS Forms W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable forms prescribed by the IRS), and if applicable, a new Withholding Certificate, to confirm or establish the entitlement of such Lender (or its respective partner or other beneficial owner) to an exemption from, or reduction in, United States withholding tax on interest payments to be made under this Agreement or with respect to any Loan (or such Lender shall otherwise promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to deliver such forms and/or Withholding Certificate).

(B) Each Lender that is not a Non-U.S. Lender shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower Representative and Administrative Agent certifying that that Lender is exempt from United States backup withholding Tax. To the extent that a form provided pursuant to this Section 7.6.5(b) is rendered obsolete or inaccurate in any material respect as result of change in circumstances with respect to the status of a Lender or Administrative Agent, then that Lender or Administrative Agent shall, to the extent permitted by applicable law, deliver to Borrower Representative and, as applicable, Administrative Agent revised forms necessary to confirm or establish the entitlement to that Lender's exemption from United States backup withholding Tax (or such Lender or Administrative Agent shall otherwise promptly notify the Borrower Representative and, as applicable, the Administrative Agent in writing of its legal inability to deliver such forms).

7.6.6 Each Lender shall indemnify Administrative Agent and hold Administrative Agent harmless for the full amount of any and all present or future Taxes and related liabilities (including penalties, interest, additions to Tax and expenses, and any Taxes imposed by any jurisdiction on amounts payable to Administrative Agent under this Section 7.6) which are imposed on or with respect to principal, interest, or fees payable to that Lender under this Agreement and which are not paid by Borrowers pursuant to this Section 7.6, whether or not those Taxes or related liabilities were correctly or legally asserted. This indemnification must be made within 30 days from the date Administrative Agent makes written demand therefor.

7.6.7 If an Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrowers or with

respect to which the Borrowers have paid additional amounts pursuant to this Section 7.6, then that Agent or that Lender, as applicable, shall pay over that refund to the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 7.6 with respect to the Indemnified Taxes giving rise to that refund), net of any Taxes imposed by reason of receipt of that refund and all out-of-pocket expenses of that Agent or that Lender, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to that refund, which interest must be paid to the Borrowers). Upon the request of any such Agent or any such Lender, Borrowers shall repay any amount paid to the Borrowers (plus any penalties, interest, or other charges imposed by the relevant Governmental Authority) to that Agent or that Lender in the event that Agent or that Lender is required to repay any such refund to any such Governmental Authority. Nothing in this Section 7.6.7 is to be construed to require any Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to any Borrower or any other Person.

7.6.8 The Borrowers agree to pay to any Mexican Lender all applicable present and future value added taxes (*Impuesto al Valor Agregado*) in respect of any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including, without limitation, in respect of any capitalized interest under Section 4.2(a)(ii)).

7.6.9 If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if that Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), then that Lender shall deliver to Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at any other time or times reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) all documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and all additional documentation reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) as is necessary for Administrative Agent or Borrowers to comply with their obligations under FATCA and to determine that that Lender has complied with that Lender's obligations under FATCA or to determine the amount to deduct and withhold from that payment. Solely for purposes of this Section 7.6.9, "FATCA" is deemed to include any amendments made to FATCA after the date of this Agreement.

7.6.10 For purposes of this Section 7.6, the term "applicable law" includes FATCA. Each party's obligations under this Section 7.6 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction, or discharge of all obligations under any Loan Document.

ARTICLE VIII

INCREASED COSTS

Section 8.1 Increased Costs.

(a) If any Change in Law (i) imposes, modifies, or deems applicable any reserve (including any reserve imposed by the FRB), special deposit, or similar requirement against assets of, deposits with, or for the account of, or credit extended by, any Lender; (ii) subjects any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (c) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, its Note(s) or its obligations to make Loans, or (iii) imposes on any Lender any other condition (other than Taxes) affecting its Loans, its Note(s), or its obligation to make Loans, and the result of anything described in clauses (i) through (iii) above is to increase the cost to (or to impose a cost on) that Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by that Lender under this Agreement or under its Note(s) with respect thereto, then upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay directly to that Lender such additional amount as will compensate that Lender for that increased cost or that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(b) If any Lender reasonably determines that any change in, or the adoption or phase-in of, any applicable law, rule, or regulation regarding capital adequacy, or any change in the interpretation or administration thereof by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or the compliance by any Lender or any Person controlling any Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, has or would have the effect of reducing the rate of return on that Lender's or that controlling Person's capital as a consequence of that Lender's obligations under this Agreement to a level below that which that Lender or that controlling Person could have achieved but for that change, adoption, phase-in, or compliance (taking into consideration that Lender's or that controlling Person's policies with respect to capital adequacy) by an amount deemed by that Lender or that controlling Person to be material, then from time to time, upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay to that Lender that additional amount as will compensate that Lender or that controlling Person for that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

Section 8.2 [Reserved].

Section 8.3 Changes in Law Rendering Loans Unlawful. If, after the date of this Agreement, any change in, or the adoption of any new, law or regulation, or any change in the

interpretation of any applicable law or regulation by any Governmental Authority or other regulatory body charged with the administration thereof, makes it (or in the good faith judgment of any Lender causes a substantial question as to whether it is) unlawful for any Lender to make, maintain, or fund loans in Dollars, then that Lender shall promptly notify each of the other parties to this Agreement and that Lender will not be required to make or maintain any Loan in Dollars.

Section 8.4 Right of Lenders to Fund through Other Offices. Each Lender may, if it so elects, fulfill its commitment as to any Loan by causing a foreign branch or Affiliate of that Lender to make that Loan, but each such Loan will be deemed to have been made by that Lender and the obligation of Borrowers to repay that Loan will be to that Lender and will be deemed held by the Lender, to the extent of that Loan, for the account of that branch or Affiliate.

Section 8.5 Mitigation of Circumstances; Replacement of Lenders.

(a) Each Lender shall promptly notify Borrower Representative and Administrative Agent of any event of which it has knowledge that will result in, and will use reasonable commercial efforts available to it (and not, in that Lender's sole judgment, otherwise disadvantageous to that Lender) to mitigate or avoid (i) any obligation by Borrowers to pay any amount pursuant to Section 7.6 or 8.1 or (ii) the occurrence of any circumstances described in Section 8.3 (and, if any Lender has given notice of any such event described in clauses (i) or (ii) and thereafter that event ceases to exist, that Lender shall promptly so notify Borrower Representative and Administrative Agent). Without limiting the foregoing, each Lender shall designate a different funding office if that designation will avoid (or reduce the cost to Borrowers of) any event described in clauses (i) or (ii) and that designation will not, in that Lender's sole judgment, be otherwise disadvantageous to that Lender.

(b) If Borrowers become obligated to pay additional amounts to any Lender pursuant to Section 8.1, or any Lender gives notice of the occurrence of any circumstances described in Section 8.3, or any Lender becomes a Defaulting Lender, then Borrower Representative may designate another financial institution that is acceptable to Administrative Agent in its reasonable discretion (a "Replacement Lender") to purchase the Loans of that Lender and that Lender's rights under this Agreement, without recourse to or warranty by, or expense to, that Lender, for a purchase price equal to the outstanding principal amount of the Loans payable to that Lender plus any accrued but unpaid interest on those Loans and all accrued but unpaid fees owed to that Lender and any other amounts owed to that Lender under this Agreement and any other Loan Document, and to assume all the obligations of that Lender under this Agreement. Upon any such purchase and assumption (pursuant to an Assignment Agreement), the applicable Lender will no longer be a party to this Agreement or have any rights under this Agreement (other than rights with respect to indemnities and similar rights applicable to that Lender prior to the date of that purchase and assumption) and will be relieved from all obligations to Borrowers under this Agreement, and the Replacement Lender will succeed to the rights and obligations of that Lender under this Agreement.

Section 8.6 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 or 8.3 shall be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in

determining compensation under Section 8.1, and the provisions of such Section 8.1 will survive repayment of the Obligations, cancellation of any Note(s) and termination of this Agreement.

Section 8.7 Funding Losses. Each Borrower shall, upon demand by any Lender (which demand must be accompanied by a statement setting forth the basis for the amount being claimed, a copy of which must be furnished to Administrative Agent), indemnify that Lender against any net loss or expense (including amounts incurred to terminate, settle or re-establish hedging arrangements or related trading positions (irrespective of the currency thereof)) which that Lender sustains or incurs, as reasonably determined by that Lender, as a result of any failure of any Borrower to borrow any Loan on a date specified therefor in a notice of borrowing pursuant to this Agreement. For this purpose, all notices to Administrative Agent pursuant to this Agreement will be deemed to be irrevocable.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to induce the Lenders to make Loans under this Agreement, each Loan Party represents and warrants to the Agents and the Lenders, on behalf of itself and each of its Subsidiaries, that on the Closing Date after giving effect to the consummation of the Loan Documents and on any other date required in any Loan Document:

Section 9.1 Organization. Each Loan Party and Subsidiary thereof is validly existing and in good standing under the laws of its jurisdiction of its organization (or similar requirement in jurisdictions that do not use good standing designations), and each Loan Party and Subsidiary thereof is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, that qualification is required, except for any jurisdiction where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

Section 9.2 Authorization; No Conflict.

(a) Each Loan Party is duly authorized to execute and deliver each Loan Document to which it is a party, each Borrower is duly authorized to borrow monies under this Agreement, and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party.

(b) The execution, delivery, and performance by each Loan Party of each Loan Document to which it is a party, and the borrowings by each Borrower under this Agreement, do not and will not (i) require any consent or approval of any governmental agency or authority (other than any consent or approval that has been obtained and is in full force and effect), (ii) conflict with (x) any provision of law, (y) the organizational documents or governing documents of any Loan Party, of (z) any agreement, indenture, instrument, or other document, or any judgment, order, or decree, that is binding upon any Loan Party or any of their respective properties, or (iii) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Collateral Agent created pursuant to the Collateral Documents or, in the case of the Mexican Collateral Agreements, the Lenders).

Section 9.3 Validity and Binding Nature. Each of this Agreement and each other Loan Document to which any Loan Party or Subsidiary thereof is a party is the legal, valid, and binding obligation of that Person, enforceable against that Person in accordance with its terms, subject to bankruptcy, insolvency, and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

Section 9.4 Financial Condition. The audited and unaudited financial statements delivered to the Administrative Agent on or prior to the Closing Date pursuant to Section 12.1 and any annual or interim financial reports delivered to Administrative Agent following the Closing Date pursuant to Section 10.1.1 or 10.1.2, in each case (x) were prepared in accordance with GAAP (subject, in the case of such unaudited statements, to the absence of footnotes and to normal year-end adjustments) and (y) present fairly in all material respects the consolidated financial condition of the applicable Loan Parties and their Subsidiaries as at the dates covered in the financial statements and the results of their operations for the periods then ended.

Section 9.5 No Material Adverse Effect. Since December 31, 2020, there has been no Material Adverse Effect.

Section 9.6 Litigation and Contingent Liabilities. No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to each Loan Party's knowledge, threatened against any Loan Party or Subsidiary thereof which could reasonably be expected to have a Material Adverse Effect, except as set forth in Schedule 9.6. Other than any liability incident to such litigation or proceedings, no Loan Party or Subsidiary thereof has any material contingent liabilities which (a) are not listed on Schedule 9.6, or (b) do not constitute Permitted Debt.

Section 9.7 Ownership of Properties; Liens. Each Loan Party and Subsidiary thereof owns good title to (and, in the case of (a) real property owned in fee simple, marketable title to, or (b) in the case of leased real property, a valid leasehold interest in) all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges, and claims (including infringement claims with respect to any registered or issued patents, trademarks, service marks, and copyrights owned by that Loan Party and/or that Subsidiary), except for Permitted Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Administrative Agent.

Section 9.8 Equity Ownership; Subsidiaries. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are duly authorized and validly issued, fully paid and non-assessable. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are free and clear of all Liens, other than Permitted Liens, and all such Equity Interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Schedule 9.8 sets forth the authorized Equity Interests of each Loan Party and Subsidiary thereof as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1. Schedule 9.8 sets forth the Excluded Foreign Subsidiaries

as of the date hereof. All of the issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are owned as set forth on Schedule 9.8 as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1, and all of the issued and outstanding Equity Interests of each Subsidiary thereof is, directly or indirectly, owned by Ultimate Holdings, except for the Equity Interest of (a) Anzen Soluciones S.A. de C.V. of which 92% are directly or indirectly owned by Intermediate Holdings and (b) AgileThought Digital Solutions, S.A.P.I. de C.V. of which 1% are directly or indirectly owned by Invertis S.A. de C.V. As of the date hereof and the date of each Compliance Certificate delivered in connection with financial statements provided pursuant to Section 10.1.1, except as set forth on Schedule 9.8, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights, or other similar agreements or understandings for the purchase or acquisition of any Equity Interests of any Loan Party or Subsidiary thereof.

Section 9.9 Pension Plans. No Loan Party or Subsidiary thereof sponsors or maintains, and no Loan Party or Subsidiary thereof (or other member of the Controlled Group) has any liability with respect to a Pension Plan or a Multiemployer Pension Plan. In the event any Loan Party or Subsidiary thereof (or other member of the Controlled Group) sponsors, maintains or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, then:

(a) The Unfunded Liability of all Pension Plans does not in the aggregate exceed twenty percent of the Total Plan Liability for all such Pension Plans. Each Pension Plan complies in all material respects with all applicable requirements of law and regulations. No contribution failure under Section 430 of the Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan, sufficient to give rise to a Lien under Section 303(k) of ERISA, or otherwise to have a Material Adverse Effect. There are no pending or, to the knowledge of each Loan Party and Subsidiary thereof, threatened, claims, actions, investigations or lawsuits against any Pension Plan, any fiduciary of any Pension Plan, or any Loan Party or Subsidiary thereof (or other member of the Controlled Group) with respect to a Pension Plan or a Multiemployer Pension Plan which could reasonably be expected to have a Material Adverse Effect. Neither any Loan Party nor any Subsidiary thereof (or other member of the Controlled Group) has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Pension Plan or Multiemployer Pension Plan which would subject that Person to any material liability. Within the past five years, no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has engaged in a transaction which resulted in a Pension Plan with an Unfunded Liability being transferred out of the Controlled Group, which could reasonably be expected to have a Material Adverse Effect. No Termination Event has occurred or is reasonably expected to occur with respect to any Pension Plan, which could reasonably be expected to have a Material Adverse Effect.

(b) (i) All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by each Loan Party or Subsidiary thereof (or other member of the Controlled Group) under the terms of the plan or of any collective bargaining agreement or by applicable law, (ii) no Loan Party nor any Subsidiary thereof (nor any other

member of the Controlled Group) has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan; and no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has received any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

Section 9.10 Investment Company Act. No Loan Party or Subsidiary thereof is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940.

Section 9.11 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all respects with the requirements of all laws and all orders, writs, injunctions, and decrees applicable to it or to its properties, except where (a) that requirement of law or order, writ, injunction, or decree is being contested in good faith by appropriate proceedings diligently conducted, or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 9.12 Regulation U. No Loan Party or Subsidiary thereof is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

Section 9.13 Taxes. Each Loan Party and Subsidiary thereof has timely filed all income and other material tax returns and reports required by law to have been filed by it and has paid all income and other material Taxes and governmental charges due and payable with respect to each such return, except any such Taxes or charges that (a) are not delinquent, (b) remain payable without penalty or interest, or (c) are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside on that Loan Party's or that Subsidiary's books. Each Loan Party and Subsidiary thereof has made adequate reserves on their books and records in accordance with GAAP for all Taxes that have accrued but which are not yet due and payable. No Loan Party or Subsidiary thereof has participated in any transaction that relates to a year of the taxpayer (which is still open under the applicable statute of limitations) which is a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b) (irrespective of the date when the transaction was entered into).

Section 9.14 Solvency, etc.

(a) On the Closing Date, and immediately prior to and after giving effect to the issuance of each borrowing of Loans under this Agreement and the use of the proceeds thereof, with respect to each Borrower, individually, and the Loan Parties and their Subsidiaries taken as a whole (a) the fair value of its or their assets is greater than the amount of its or their liabilities (including disputed, contingent and unliquidated liabilities) as that value is established

and liabilities evaluated in accordance with GAAP, (b) the present fair saleable value of its or their assets is not less than the amount that will be required to pay the probable liability on its or their debts as they become absolute and matured, (c) it is, and they are, able to realize upon its or their assets and pay its or their debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, (d) it does not, and they do not, intend to, and it does not, and they do not, believe that it or they will, incur debts or liabilities beyond its or their ability to pay as those debts and liabilities mature, and (e) it is not, and they are not, engaged in or about to engage in business or a transaction for which its or their property would constitute unreasonably small capital.

(b) Each Mexican Loan Party is solvent pursuant to Mexican law, including, but not limited to, pursuant to Article 2166 of the Mexican Federal Civil Code (*Código Civil Federal*) and its correlative provisions of the Civil Codes of the States of Mexico and Articles 9, 10, or 11 of the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*), and it has not been declared in *concurso mercantil* or bankruptcy (*quiebra*) or other similar insolvency procedure.

Section 9.15 Environmental Matters. The on-going operations of each Loan Party and Subsidiary thereof comply in all respects with all Environmental Laws, except for non-compliance that could not (if enforced in accordance with applicable law) reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. Each Loan Party and Subsidiary thereof has obtained, and maintained in good standing, all licenses, permits, authorizations, registrations, and other approvals required under any Environmental Law and required for their respective ordinary course operations, and for their reasonably anticipated future operations, and each Loan Party and Subsidiary thereof is in compliance with all terms and conditions thereof, except where the failure to do so could not reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries and could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof or, to any Loan Party's knowledge, any of their respective properties or operations is subject to, nor reasonably anticipates the issuance of (a) any written order from or agreement with any federal, state, or local Governmental Authority, or (b) any judicial or docketed administrative or other proceeding respecting any Environmental Law, Environmental Claim, or Hazardous Substance that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. There are no Hazardous Substances or other conditions or circumstances existing with respect to any property, arising from operations prior to the Closing Date, or relating to any waste disposal of any Loan Party or any Subsidiary thereof that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that at any time have released, leaked, disposed of or otherwise discharged Hazardous Substances that could reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries.

Section 9.16 Insurance. Set forth on Schedule 9.16 is a complete and accurate summary of the property and casualty insurance policies of the Loan Parties and their Subsidiaries as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements

provided pursuant to Section 10.1.2 (including the names of all insurers, policy numbers, expiration dates, amounts and types of coverage, annual premiums, exclusions, deductibles, self-insured retention, and a description in reasonable detail of any self-insurance program, retrospective rating plan, fronting arrangement, or other risk assumption arrangement involving any Loan Party or Subsidiary thereof). Each Loan Party and Subsidiary thereof and its properties are insured with what are reasonably believed by the Loan Parties to be financially sound and reputable insurance companies that are not Affiliates of the Loan Parties, in such amounts, with such deductibles, and covering such risks as are customarily carried by companies of similar size, engaged in similar businesses, and owning similar properties in localities where the Loan Parties and their Subsidiaries operate.

Section 9.17 Real Property. Set forth on Schedule 9.17 is a true and correct list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2, of the address of all real property owned or leased by any Loan Party or Subsidiary thereof, together with, in the case of leased property, the name and mailing address of the lessor of such property.

Section 9.18 Information. All information heretofore or contemporaneously with this Agreement furnished in writing by any Loan Party or Subsidiary thereof to any Agent or any Lender for purposes of or in connection with this Agreement and the transactions contemplated by this Agreement is, and all written information hereafter furnished by or on behalf of any Loan Party or Subsidiary thereof to any Agent or any Lender pursuant to or in connection with this Agreement will be, true and accurate in every material respect on the date as of which that information is dated or certified, and none of that information is or will be incomplete by omitting to state any material fact necessary to make that information not misleading in light of the circumstances under which made (it being recognized by the Agents and the Lenders that any projections and forecasts provided by Borrowers are based on good faith estimates and assumptions believed by Borrowers to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results).

Section 9.19 Bank Accounts. Schedule 9.19 sets forth a complete and accurate list as of the Closing Date of all deposit, checking, and other bank accounts, all securities and other accounts maintained with any broker dealer or other securities intermediary, and all other similar accounts maintained by each Loan Party and Subsidiary thereof, together with a description thereof (including the bank, broker dealer, or securities intermediary at which each such account is maintained and the account number and the purpose thereof).

Section 9.20 Burdensome Obligations. No Loan Party or Subsidiary thereof is a party to any agreement or contract or subject to any restriction contained in its organizational documents or its governing documents that could reasonably be expected to have a Material Adverse Effect.

Section 9.21 Intellectual Property. Except as set forth on Schedule 9.21, each Loan Party and Subsidiary thereof owns or licenses or otherwise has the right to use all licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade

names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for any infringements and conflicts that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 9.21 is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of all such material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights of each Loan Party and Subsidiary thereof. No slogan or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Loan Party or Subsidiary thereof infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened, except for any infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To each Loan Party's and Subsidiary's knowledge, no patent, invention, device, application, principle, or any statute, law, rule, regulation, standard, or code is pending or proposed, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 9.22 Material Contracts. Set forth on Schedule 9.22(a) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1 of all Material Contracts of each of the Loan Parties and their Subsidiaries, (showing the parties and subject matter thereof and amendments and modifications thereto) of the Material Contracts of each Loan Party and Subsidiary thereof. Each such Material Contract (a) is in full force and effect and is binding upon and enforceable against each Loan Party or Subsidiary thereof that is a party thereto and, to each Loan Party's and Subsidiary's knowledge, all other parties thereto in accordance with its terms, (b) has not been otherwise amended or modified, and (c) is not in default due to the action of any Loan Party or Subsidiary thereof or, to the knowledge of any Loan Party or Subsidiary thereof, any other party thereto. Set forth on Schedule 9.22(b) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1 of all earn-out payment and similar obligations of the Loan Parties or Subsidiaries as in effect on such date (showing the parties and subject matter thereof and amendments and modifications thereto).

Section 9.23 Labor Matters. There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party or Subsidiary thereof, threatened against any Loan Party or Subsidiary thereof before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or Subsidiary thereof that arises out of or under any collective bargaining agreement, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against any Loan Party or Subsidiary thereof or (c) to the knowledge of each Loan Party and Subsidiary thereof, no union representation question existing with respect to the employees of any Loan Party or Subsidiary thereof and no union organizing activity taking place with respect to any of the employees of any Loan Party or

Subsidiary thereof. No Loan Party or Subsidiary thereof or ERISA Affiliate thereof has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and Subsidiary thereof have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent any such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party or Subsidiary thereof on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of that Loan Party or that Subsidiary, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.24 No Bankruptcy Filing. No Loan Party or Subsidiary thereof is contemplating either an Insolvency Proceeding or the liquidation of all or a major portion of that Loan Party's or that Subsidiary's assets or property, and no Loan Party or Subsidiary thereof has any knowledge of any Person contemplating an Insolvency Proceeding against any Loan Party or Subsidiary thereof.

Section 9.25 Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 9.25 sets forth a complete and accurate list of (a) the exact legal name of each Loan Party and Subsidiary thereof, (b) the jurisdiction of organization of each Loan Party and Subsidiary thereof, (c) the organizational identification number of Loan Party and Subsidiary thereof (or indicates that that Loan Party or Subsidiary has no organizational identification number), (d) each place of business of each Loan Party and Subsidiary thereof; (e) the chief executive office of each Loan Party and Subsidiary thereof, and (f) the federal employer identification number (or equivalent identifying designation) of Loan Party and Subsidiary thereof.

Section 9.26 Locations of Collateral. There is no location at which any Loan Party has any tangible Collateral (except for inventory in transit in the ordinary course of business) other than those locations listed on Schedule 9.26. Schedule 9.26 contains a true, correct, and complete list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of the names and addresses of each warehouse at which Collateral of each Loan Party is stored. None of the receipts received by any Loan Party or Subsidiary thereof from any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and that named Person's assigns.

Section 9.27 Security Interests. The Guaranty and Collateral Agreement create in favor of Collateral Agent for the benefit of Agents and the Lenders a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon the filing of the UCC-1 financing statements described in Section 12, Collateral Agent or the Lenders, as applicable, taking possession of any certificates or instruments representing or evidencing Collateral to the extent required by the UCC, the execution and delivery of Control Agreements with respect to Deposit Accounts and the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark

Office and the United States Copyright Office, as applicable, the security interests in and Liens on the Collateral granted under the Guaranty and Collateral Agreement will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than (a) the filing of continuation statements in accordance with applicable law, (b) the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights, and (c) the recordation of appropriate evidence of the security interest in the appropriate foreign registry with respect to all foreign intellectual property.

Upon the execution of the Mexican Collateral Amendment and Reaffirmation Agreements, the Mexican Collateral Agreement will create in favor of the Lenders, a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon (i) proper registration of the relevant Mexican Collateral Amendment and Reaffirmation Agreements before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and proper registration of the Mexican Security Trust Amendment and Reaffirmation Agreement before the Mexican Industrial Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Amendment and Reaffirmation Agreement, respectively, (ii) the delivery of the relevant share certificates, as applicable, issued by a Mexican Subsidiary that is a party to or executes the Mexican Collateral Amendment and Reaffirmation Agreements with respect to any Equity Interests issued by such Mexican Subsidiaries that are part of the Collateral, together with their corresponding endorsement, if applicable, and (iii) the execution of the relevant entry in the corporate books of each Mexican Subsidiary, made in terms of applicable law requirements, the security interests in and Liens on the Collateral granted under the Mexican Collateral Agreements, respectively will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than any filings in connection with the Mexican Security Trust in accordance with its terms.

Section 9.28 No Default. No Default or Event of Default exists or would result from the incurrence by any Loan Party or Subsidiary thereof of any Debt hereunder or under any other Loan Document.

Section 9.29 Hedging Obligations. No Loan Party or Subsidiary thereof is a party to, nor will it be a party to, any Hedging Agreement or incur any Hedging Obligations, other than Hedging Obligations permitted under Section 11.1(k).

Section 9.30 OFAC. Each Loan Party and each Subsidiary and Affiliate thereof is and will remain in compliance in all material respects with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Loan Party or Subsidiary or Affiliate thereof is (a) a Person

designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with that Person; or (c) controlled by (including, without limitation, by virtue of that Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law.

Section 9.31 Patriot Act. Each Loan Party, each of its Subsidiaries and each of their Affiliates are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (b) the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "Patriot Act"), and (c) other federal or state laws relating to "*know your customer*" and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 9.32 Anti-Terrorism Laws.

(a) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) is in violation in any material respects of any United States Requirements of Law relating to terrorism, sanctions or money laundering (the "Anti-Terrorism Laws"), including the United States Executive Order No. 13224 on Terrorist Financing (the "Anti-Terrorism Order") and the Patriot Act.

(b) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (ii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (iii) commits, threatens or conspires to commit or supports "terrorism" as defined in the Anti-Terrorism Order or (iv) is named as a "specially designated national and blocked person" in the most current list published by OFAC.

(c) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in clauses (b)(i) through (b)(iv) above, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the Anti-Terrorism Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 9.33 [Reserved].

Section 9.34 Holdings Representations. None of the Holding Companies have (a) entered into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Senior Credit Facility Documents to which it is a party, the Loan Documents to which it is a party, the definitive documentation evidencing the Permitted Investor Debt to which it is a party, and its governing documents (collectively, the "Holdings Documents"), (b) engaged in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than the making of Investments in a Borrower existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, and (iv) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidated or merged with or into any other Person.

Section 9.35 Subordinated Debt. The subordination provisions of the documents evidencing or relating to Subordinated Debt and each Subordination Agreement are enforceable against the holders of the Subordinated Debt and the other third parties to such Subordination Agreements by Administrative Agent and the Lenders. Subject to the Reference Subordination Agreement, all Obligations constitute senior Debt entitled to the benefits of the subordination provisions contained in the documents evidencing or relating to Subordinated Debt and each Subordination Agreement. No Loan Party or Subsidiary thereof has any Subordinated Debt other than its obligations hereunder and under the Master Intercompany Note. Each Loan Party and Subsidiary thereof acknowledges that Administrative Agent and each Lender are entering into this Agreement and are extending the Commitments and making the Loans in reliance upon the subordination provisions of the documents evidencing or relating to Subordinated Debt, each Subordination Agreement and this Section 9.35.

Section 9.36 Legal Form.

(a) Each of the Loan Documents to which any Loan Party is a party is (or upon its coming into effect will be) in proper legal form under the governing law of the jurisdiction of such Loan Party for the enforcement thereof against such Loan Party under such laws.

(b) Each Tranche A-1 Note, when duly completed in the form of Exhibit D and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable*, in the terms provided in Exhibit D) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.

(c) Each Tranche A-2 Note, when duly completed in the form of Exhibit H and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable*, in the terms provided in Exhibit H) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.

Section 9.37 Exchange Controls. Under current laws and regulations of Mexico and each political subdivision thereof, all interest, principal, premium, if any, and other payments due or to be made on any Loans or otherwise pursuant to the Loan Documents, may be freely transferred out of Mexico and may be paid in, or freely converted into, Dollars.

Section 9.38 Governing Law and Enforcement. In any proceedings in Mexico to enforce this Agreement or any other Loan Document expressed to be governed by New York law, the choice of New York law as the governing law under this Agreement and under such other Loan Document should be recognized by the competent courts of Mexico. The irrevocable and express submission of Loan Parties to the exclusive jurisdiction of any the State of New York and of the United States District Court of the Southern District of New York pursuant to paragraph (a) of Section 15.19, and the appointment by each Mexican Loan Party of the Process Agent pursuant to paragraph (a) of Section 15.19 is legal, valid, binding and enforceable in accordance with its terms. A final judgment rendered by the courts of the State of New York or of the United States District Court of the Southern District of New York, United States of America, pursuant to a legal action instituted against any of the Mexican Loan Parties before any such court in connection with the obligations of the relevant the Mexican Loan Parties hereunder, would be enforceable against such Mexican Loan Parties in Mexico by the competent courts of Mexico, pursuant to Article 1347-A of the Mexican Commerce Code (*Código de Comercio*), which provides, inter alia, that any judgment rendered outside Mexico may be enforced by Mexican courts, provided that:

(a) such judgment is obtained in compliance with the legal requirements of the jurisdiction of the court rendering such judgment and in compliance with all legal requirements of this Agreement;

(b) such judgment is strictly for the payment of a certain sum of money, based on an in personam (as opposed to an in rem) action;

(c) the judge or court rendering the judgment was competent to hear and issue a judgment on the subject matter of the case in accordance with accepted principles of international law that are compatible with Mexican law;

(d) service of process is made personally on the defendant or on its duly appointed process agent;

(e) such judgment does not contravene Mexican law, Mexican public policy, international treaties or agreements binding upon Mexico or generally accepted principles of international law;

(f) the formalities set forth in treaties to which Mexico is a party and the applicable procedural requirements under the laws of Mexico with respect to the enforcement of foreign judgments (including the issuance of a letter rogatory by the competent authority of such jurisdiction requesting enforcement of such judgment and the certification of such judgment as authentic by the corresponding authorities of such jurisdiction in accordance with the laws thereof) are complied with;

(g) the action in respect of which such judgment is rendered is not the subject matter of a lawsuit among the same parties, pending before a Mexican court;

(h) such judgment is final in the jurisdiction where obtained;

(i) the courts of such jurisdiction recognize the principles of reciprocity in connection with the enforcement of Mexican judgments in such jurisdiction; and

(j) in the event that any legal proceedings are brought to the courts of Mexico, a Spanish translation of the documents (other than the Mexican Collateral Agreements that are executed in the Spanish language) required in such proceedings prepared by a court-approved translator would have to be approved by the court after the defendant had been given an opportunity to be heard with respect to the accuracy of the translation, and proceedings would thereafter be based upon the translated documents.

Section 9.39 [Reserved].

Section 9.40 Permitted Existing Earn-out Obligations. The Entrepids and Extend Solutions Earn-out Obligations constitute Permitted Existing Earn-out Obligations.

Section 9.41 PPP Loans. Each PPP Borrower is eligible under the CARES Act to incur the applicable PPP Loans. All applications, documents and other information submitted to any Governmental Authority with respect to the PPP Loans shall be true and correct in all respects. None of Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates is deemed an "affiliate" of any Loan Party or any of its Subsidiaries for any purpose related to the PPP Loans, including the eligibility criteria with respect thereto. Each Loan Party acknowledges and agrees that (a) it has consulted its own legal and financial advisors with respect to all matters related to the PPP Loans (including eligibility criteria) and the CARES Act, (b) it is responsible for making its own independent judgment with respect to the PPP Loans and the process leading thereto, and (c) it has not relied on Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates with respect to any of such matters.

ARTICLE X

AFFIRMATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall, and shall cause each Subsidiary thereof to:

Section 10.1 Reports, Certificates and Other Information. Furnish or cause Borrower Representative to furnish to Administrative Agent and each Lender:

10.1.1 Annual Report. Promptly when available and in any event within 120 days after the close of each Fiscal Year (a) a copy of the annual audit report of the Consolidated Group for such Fiscal Year, including consolidated balance sheets and statements of earnings and cash flows of the Consolidated Group as at the end of such Fiscal Year certified without adverse reference to going concern value and without qualification by independent auditors of recognized standing selected by Borrowers and reasonably acceptable to Administrative Agent, and (b) a balance sheet of the Consolidated Group as of the end of that Fiscal Year and statement of earnings and cash flows for the Consolidated Group for that Fiscal Year, certified by a Senior Officer of Borrower Representative.

10.1.2 Interim Reports. Promptly when available and in any event within 30 days after the end of each month, the consolidated balance sheets of the Consolidated Group as of the end of such month, together with (a) consolidated statements of earnings and a consolidated statement of cash flows for that month and for the period beginning with the first day of that Fiscal Year and ending on the last day of that month, (b) a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for that period of the current Fiscal Year, (c) a management discussion and analysis, in the cases of clauses (a) through (c) all certified by a Senior Officer of Borrower Representative, and (d) a calculation, in form and substance reasonably satisfactory to the Administrative Agent, of the number of people employed on a full-time basis by the members of the Consolidated Group as of the end of such month.

10.1.3 Compliance Certificates. Contemporaneously with the furnishing of a copy of each annual audit report pursuant to Section 10.1.1 and each set of quarterly statements pursuant to Section 10.1.2, a duly completed compliance certificate in the form of Exhibit A, with appropriate insertions, dated the date of such annual report or such quarterly statements and signed by a Senior Officer of the Borrower Representative, containing (a) a computation of each of the financial ratios and restrictions set forth in Section 11.12, (b) a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it and a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, and (c) a written statement of the management of the Consolidated Group setting forth a discussion of the financial condition, changes in financial condition, and results of operations of the Consolidated Group.

10.1.4 Reports to the SEC and to Shareholders. Promptly upon the filing or sending thereof, copies of all regular, periodic, or special reports of any Loan Party or Subsidiary thereof filed with the SEC; copies of all registration statements of any Loan Party or Subsidiary thereof filed with the SEC (other than on Form S-8); and copies of all proxy statements or other communications made to security holders of any Loan Party or Subsidiary thereof generally; in each case other than such documents filed with the SEC's Electronic Data Gathering, Analysis and Retrieval system.

10.1.5 Notice of Default, Litigation and ERISA Matters. Promptly upon becoming aware of any of the following, written notice describing the same and the steps being taken by each Loan Party or the Subsidiary affected thereby with respect thereto:

(a) the occurrence of a Default or an Event of Default;

(b) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or Subsidiary thereof or their respective property (i) in which the amount of damages claimed is U.S.$500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such litigations or proceedings, (ii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any other Loan Document, or (iii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) (i) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, (ii) the failure of any member of the Controlled Group to make a required contribution to any Pension Plan (if that failure is sufficient to give rise to a Lien under Section 303(k) of ERISA) or to any Multiemployer Pension Plan; (iii) the taking of any action with respect to a Pension Plan that could result in the requirement that any Loan Party or Subsidiary thereof furnish a bond or other security to the PBGC or that Pension Plan, (iv) the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan that could result in the incurrence by any member of the Controlled Group of any material liability, fine, or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), (v) any material increase in the contingent liability of any Borrower with respect to any post-retirement welfare benefit plan or other employee benefit plan of any Loan Party or Subsidiary thereof; or (vi) any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent;

(d) any cancellation or material change in any insurance maintained (or required to be maintained) by any Loan Party or Subsidiary thereof;

(e) any violation of, or non-compliance with, any material requirement of law by any Loan Party or Subsidiary thereof; or

(f) any other event (including (i) any violation of any Environmental Law or the assertion of any Environmental Claim or (ii) the enactment or effectiveness of any law, rule or regulation) which would reasonably be expected to have a Material Adverse Effect.

10.1.6 Real Estate. Promptly upon any Loan Party or Subsidiary thereof acquiring or leasing any real property after the Closing Date, an updated version of Schedule 9.17 showing information as of the date of delivery.

10.1.7 Management Reports. Promptly upon receipt thereof, copies of all detailed financial and management reports submitted to each Loan Party or Subsidiary thereof by

independent auditors in connection with each annual or interim audit made by such auditors of the books of such Loan Party or Subsidiary.

10.1.8 Projections. [Reserved].

10.1.9 Subordinated Debt And Related Transaction Notices. Promptly following receipt, copies of any material notices (including notices of default or acceleration) received (a) from any holder or trustee of, under or with respect to any Subordinated Debt, or (b) any Material Contract.

10.1.10 New Subsidiaries. Within fifteen (15) Business Days following the occurrence thereof, notice of the formation or acquisition of any Subsidiary, including, without limitation, any Foreign Subsidiary (whether or not constituting an Excluded Foreign Subsidiary).

10.1.11 Other Information. Promptly from time to time, such other information (including, without limitation, business or financial data, reports, appraisals and projections) concerning any of the Loan Parties and their Subsidiaries or their respective properties or businesses as any Lender or Administrative Agent may reasonably request.

Section 10.2 Books, Records and Inspections; Electronic Reporting System; Field Examinations and Appraisals. (a) Keep, and cause each other Loan Party and Subsidiary thereof to keep, its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP, (b) permit, and cause each and Loan Party and Subsidiary thereof to permit, any Lender or Administrative Agent or any representative, agent, or advisor thereof to inspect the properties and operations of the Loan Parties and their Subsidiaries, (c) permit, and cause each Loan Party and Subsidiary thereof to permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or Administrative Agent or any representative, agent, or advisor thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and each Loan Party and Subsidiary thereof hereby authorizes all such independent auditors to discuss those financial matters with any Lender or Administrative Agent or any representative, agent, or advisor thereof) and to examine (and photocopy extracts from) any of its books or other records, and (d) permit, and cause each Loan Party and Subsidiary thereof to permit, Administrative Agent and its representatives, agents, and advisors to inspect the inventory and other tangible assets of the Loan Parties and their Subsidiaries, to perform appraisals of the equipment of the Loan Parties and their Subsidiaries, and to inspect, audit, conduct physical counts and perform valuations thereof, and to audit, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to inventory, accounts, and any other Collateral (each such visit, discussion, examination, inspection, valuation, appraisal and audit referred to in clauses (b) through (d), collectively, an "Examination"). All such Examinations by Administrative Agent and its representatives, agents, and advisors will be at Borrowers' expense, except that so long as no Default or Event of Default has occurred and is continuing, Borrowers will not be required to reimburse Administrative Agent for more than one such Examination each Fiscal Year.

Section 10.3 Maintenance of Property; Insurance.

(a) Keep, and cause each Loan Party and Subsidiary thereof to keep, all property used and necessary in the business of the Loan Parties and their Subsidiaries in good working order and condition, ordinary wear and tear excepted.

(b) Maintain, and cause each Loan Party and Subsidiary thereof to maintain, with responsible insurance companies, all insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it, general liability insurance (and, subject to Section 10.13, business interruption insurance) in such amounts and duration, and with such deductibles, as are customary for companies of similar size and in similarly industries as the Loan Parties and consistent with past practices of the Loan Parties and their Subsidiaries, and all other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated, but which must insure against all risks and liabilities of the type identified on Schedule 9.16; and, upon request of Administrative Agent or any Lender, furnish to Administrative Agent or that Lender original or electronic copies of policies evidencing that insurance and a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Loan Parties and their Subsidiaries. Subject to the Reference Subordination Agreement, Borrowers shall cause each issuer of an insurance policy in respect of any Loan Party to provide Administrative Agent with an endorsement (i) showing Administrative Agent as lender's loss payee with respect to each policy of property or casualty insurance and naming Administrative Agent as an additional insured with respect to each policy of liability insurance, (ii) providing that 30 days' notice will be given to Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to that policy, and (iii) reasonably acceptable in all other respects to Administrative Agent. Subject to the Reference Subordination Agreement, each Loan Party and Subsidiary thereof shall, subject to Section 10.13, execute and deliver to Administrative Agent a collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy maintained by that Loan Party.

Section 10.4 Compliance with Laws; Payment of Taxes and Liabilities.

(a) Comply, and cause each of the Loan Parties and their Subsidiaries to comply, in all respects with all applicable Requirements of Law and Permits of any Governmental Authority having jurisdiction over it, its business, or its properties, except where failure to comply would not reasonably be expected to have a Material Adverse Effect.

(b) Without limiting Section 10.4(a), ensure, and cause each of the Loan Parties and their Subsidiaries to ensure, that no Person who owns a controlling interest in or otherwise controls any of the Loan Parties and their Subsidiaries is (i) listed on the SDN List maintained by OFAC and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order, or regulation; or (ii) a Person designated under Section 1(b), (c), or (d) of the Anti-Terrorism Order, any related enabling legislation, or any other similar Executive Orders.

(c) Without limiting Section 10.4(a), comply, and cause each of the Loan Parties and their Subsidiaries to comply, with all applicable Bank Secrecy Act and anti-money laundering laws and regulations.

(d) Pay, and cause each of the Loan Parties and their Subsidiaries to pay, prior to delinquency, all material taxes and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property, but none of the Loan Parties and their Subsidiaries will be required under this Section 10.4(d) to pay any such tax or charge so long as that Loan Party or that Subsidiary is contesting the validity thereof in good faith by appropriate proceedings and has set aside on its books adequate reserves with respect thereto in accordance with GAAP, and, in the case of a claim that could become a Lien on any Collateral, those contest proceedings stay the foreclosure of that Lien or the sale of any portion of the Collateral to satisfy that claim.

(e) Within thirty (30) days of any owner of Intermediate Holdings filing a final U.S. federal income tax return for a taxable year (to the extent required to do so), certify as to the Permitted Tax Distributions made by Intermediate Holdings to such owner during such taxable year.

Section 10.5 Maintenance of Existence, etc. Maintain and preserve, and (subject to Section 11.4) cause each other Loan Party to maintain and preserve, (a) its existence and good standing in the jurisdiction of its organization and (b) its qualification to do business and good standing in each jurisdiction where the nature of its business makes that qualification necessary (other than any such jurisdictions in which the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect).

Section 10.6 Use of Proceeds. Use the proceeds of the Loans to (a) prepay loans outstanding under the Senior Credit Facility in an aggregate principal amount not less than U.S.$20,000,000 and (b) any remaining proceeds of the Loans after applying the proceeds of the Loans pursuant to clause (a) above, for other general corporate purposes of the Loan Parties. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing or carrying" any Margin Stock. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, or lend, contribute or otherwise make available such Loan or the proceeds of any Loan to any Person to fund any activities of or business with any Person, or in a Designated Jurisdiction that, at the time of such funding, is the subject of Sanctions, or in any manner that will result in a violation by any Person (including any Person participating in the transaction, whether as Lender, Agent or otherwise) of Sanctions.

Section 10.7 Employee Benefit Plans.

(a) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan, maintain, and cause each other member of the Controlled Group to maintain, each Pension Plan in substantial compliance with all applicable requirements of law and regulations.

(b) In the event any Loan Party or a member of its Controlled Group has any liability with respect to a Multiemployer Pension Plan, make, and cause each other member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan.

(c) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, not, and not permit any other member of the Controlled Group to (i) seek a waiver of the minimum funding standards of ERISA, (ii) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (iii) take any other action with respect to any Pension Plan that would reasonably likely be expected to entitle the PBGC to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan, unless the actions or events described in clauses (i), (ii) and (iii) individually or in the aggregate would not have a Material Adverse Effect.

Section 10.8 Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances occurs or has occurred on any real property or any other assets of any Loan Party or Subsidiary thereof, cause (and cause each other Loan Party and Subsidiary to cause) the prompt containment and removal of those Hazardous Substances and the remediation of that real property or other assets as necessary to comply with all applicable Environmental Laws and to preserve in all material respects the value of that real property or other assets. Without limiting the generality of the foregoing, comply (and cause each other Loan Party and Subsidiary thereof to comply) with any applicable federal or state judicial or administrative order requiring the performance at any real property of any of the Loan Parties or their Subsidiaries of activities in response to the release or threatened release of a Hazardous Substance. To the extent that the transportation of Hazardous Substances is permitted by this Agreement, dispose (and cause each other Loan Party and Subsidiary thereof to dispose) of all Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating in compliance with Environmental Laws.

Section 10.9 Further Assurances. Take, and cause each of its Subsidiaries (other than Excluded Foreign Subsidiaries) to take, all actions as are necessary or as Administrative Agent or the Required Lenders reasonably request from time to time to ensure that the Obligations of each Loan Party and its Subsidiaries under the Loan Documents are, subject to the Reference Subordination Agreement, (a) secured by a first priority perfected Lien in favor of, with respect to assets located in the United States, Collateral Agent for the benefit of Agents and the Lenders or, with respect to assets located in the Mexico, the Lenders, (subject only to Permitted Liens) on substantially all of the assets of each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date **(**and, in the case of all Loan Parties and their Subsidiaries organized under the laws of, or with assets located in, Mexico, subject to the relevant Mexican Collateral Agreements); and (b) guaranteed by each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date, in each case as the Required Lenders may determine in their discretion, including (i) the execution of a joinder in the form of Exhibit B, (ii) the execution and delivery of guaranties, security agreements, pledge agreements, Mortgages, deeds of trust, financing statements, opinions of counsel and other documents (including, without limitation, any documents in connection with depositing any assets of each Loan Party and Subsidiary (other than Excluded Foreign Subsidiaries) with assets located in Mexico (including all accounts receivable), into the Mexican Security Trust or the Mexican Administration Trust, in accordance with their respective terms), in each case in form and substance satisfactory to the Required Lenders in their discretion, and the filing or recording of

any of the foregoing; provided that with respect to all account receivables of account debtors of the Mexican Subsidiaries that were not account debtors on the Closing Date, the Loan Parties and their Subsidiaries shall take best efforts to make such account receivables subject to the Mexican Administration Trust, (iii) the delivery of certificated securities and other Collateral with respect to which perfection is obtained by possession, and (iv) with respect to any fee owned real property acquired by any Borrower or any Subsidiary (other than Excluded Foreign Subsidiaries) after the Closing Date having a fair market value in excess of $1,000,000, the delivery (to the extent requested by the Required Lenders) within 30 days after the date that real property was acquired (or such longer period the Required Lenders may provide in their sole discretion) of a duly executed Mortgage with respect to that real property providing for a fully perfected Lien, in favor of Collateral Agent or the Lenders, in all right, title and interest of the applicable Loan Party in that real property, together with all Mortgage-Related Documents and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to Collateral Agent or the Lenders, as applicable, in their discretion after the Closing Date, the delivery within 30 days after the date such real property was acquired (or such longer period as the Required Lenders may provide in their discretion) of a Mortgage, the Mortgage-Related Documents, and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to the Required Lenders in their discretion.

Section 10.10 Deposit Accounts. Subject to the Reference Subordination Agreement, on and after the 60th day after the Closing Date, unless Administrative Agent otherwise consents in writing, the Borrowers will use best efforts to maintain, and cause each other Loan Party to maintain, all of their deposit accounts and securities accounts located in the United States, other than Excluded Deposit Accounts, with an institution that has entered into one or more Control Agreements with Collateral Agent and the applicable Loan Party granting "control" (as defined in the UCC) of each applicable account to Collateral Agent.

Section 10.11 Excluded Foreign Subsidiaries. Not create, form, or acquire, or hold any Equity Interests of any Excluded Foreign Subsidiary other than the Excluded Foreign Subsidiaries in existence on the Closing Date or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 10.12 Repatriation. Within five (5) Business Days following the last day of each Fiscal Quarter (a) cause all Foreign Subsidiaries to repatriate cash to a Deposit Account located in the United States and in the name of any Domestic Borrower over which the Administrative Agent, subject to the Reference Subordination Agreement, has a first priority perfected Lien by virtue of "control" (as defined in the UCC) of such Deposit Account in the amount equal to the sum of (i) the aggregate amount of cash on the consolidated balance sheet for all of the Foreign Subsidiaries on such day minus (ii) U.S.$3,000,000; and (b) provide (i) evidence of the amount of such repatriation to such Deposit Account and (y) Borrower Representative's calculation of the amount of such repatriation for the applicable Fiscal Quarter, together with supporting documentation, to Administrative Agent, all in form and substance acceptable to the Required Lenders.

Section 10.13 Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 10.13, in each case within the time limits specified on such schedule.

Section 10.14 PPP Loans.

(a) (i) Maintain all records required to be submitted in connection with the forgiveness of any PPP Loans and (ii) timely (and, in any event, not later than thirty (30) days (or such longer period as may be agreed by Administrative Agent at the written direction of the Required Lenders) after the seven-week anniversary of the initial incurrence thereof) submit all applications and required documentation necessary or desirable for the lender of the PPP Loans and/or the SBA to make a determination regarding the amount of the PPP Loans that is eligible to be forgiven; provided that, notwithstanding any term in any Loan Document to the contrary, no such submission for forgiveness of the PPP Loans shall be required if the Borrowers reasonably determine that such submission would not be in the best interest of the Loan Parties.

(b) Provide to Administrative Agent and the Lenders copies of any amendments, modifications, waivers, supplements or consents executed and delivered with respect to the PPP Loans promptly (and in any event within three (3) Business Days) upon execution and delivery thereof, and copies of any notices of default received by any Loan Party with respect to the PPP Loans.

(c) To the extent not included in the foregoing clauses (a) and (b), promptly (and in any event within three (3) Business Days) upon receipt or filing thereof, as applicable, provide to Administrative Agent copies of all material documents, applications and correspondence with the applicable lender or any Governmental Authority relating to the PPP Loans, including with respect to loan forgiveness.

(d) (i) Apply the proceeds of the PPP Loans to CARES Act Permitted Purposes prior to using any other cash on hand to pay such costs and expenses; (ii) use commercially reasonable efforts to conduct their business in a manner that will maximize the amount of PPP Loans forgiven; (iii) deposit all proceeds from the PPP Loans into a Deposit Account (the "PPP Loan Account") that is either a segregated payroll account or otherwise specially and exclusively used to hold proceeds of the PPP Loans and that is not subject to the cash dominion of Administrative Agent or any other secured party, (iv) not commingle their funds that are not proceeds of the PPP Loans with the proceeds of PPP Loans (other than with respect to any funds held in segregated payroll accounts which constitute Excluded Deposit Accounts) and (v) ensure that the proceeds of the PPP Loans are not used to repay other Debt.

(e) On or prior to the date that is five (5) Business Days after the date that the Loan Parties obtain a final determination by the lender of the PPP Loans (and, to the extent required, the SBA) (or such longer period as may be approved in writing by Administrative Agent acting at the direction of the Required Lenders) regarding the amount of PPP Loans, if any, that will be forgiven pursuant to the provisions of the CARES Act, deliver to Administrative Agent a certificate of a Senior Officer of the Borrower Representative certifying as to the amount of the PPP Loans that will be forgiven pursuant to the provisions of the CARES Act, together with reasonably detailed description thereof, all in form satisfactory to the Lenders.

(f) Not make any claim that the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates have rendered advisory services of any nature or respect in connection with any PPP Loan, the CARES Act or the process leading thereto.

ARTICLE XI

NEGATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall:

Section 11.1 Debt. Not, and not permit any Loan Party or Subsidiary thereof to, create, incur, assume or suffer to exist any Debt, except:

(a) Obligations under this Agreement and the other Loan Documents;

(b) the Senior Credit Facility;

(c) [Intentionally Omitted];

(d) (i) Purchase Money Debt incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired (by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), and (ii) Capitalized Lease Obligations incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), in the cases of clauses (i) and (ii), in an aggregate principal outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(d) not to exceed the product of (x) U.S.$1,500 multiplied by (y) the number of people (x) employed on a full-time basis by members of the Consolidated Group, and (y) employed by others, but who are working on a full-time equivalent basis on projects for the Consolidated Group, in each case as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1.2;

(e) (i) Permitted Earn-out Obligations, and (ii) Subordinated Debt (for avoidance of doubt, other than the Permitted Earn-out Obligations, but including all Permitted Investor Debt and Permitted Exitus Debt) incurred after the Closing Date in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed $11,700,000 at any time, so long as such Subordinated Debt is subject to a Subordination Agreement;

(f) unsecured Debt of any Loan Party (other than Intermediate Holdings) to any other Loan Party (other than Intermediate Holdings), as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Administrative Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder

on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);

(g) unsecured Debt in respect of netting services and overdraft protections in connection with Deposit Accounts, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(g) not to exceed U.S.$100,000 at any time;

(h) loans or advances to employees, officers or directors of any Loan Party or any of its Subsidiaries, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 in any Fiscal Year, made in the ordinary course of business for travel and related expenses;

(i) Contingent Liabilities of a Loan Party consisting of guarantees of trade accounts payable of another Loan Party;

(j) unsecured Debt owed to any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Loan Parties and their Subsidiaries incurred in connection with such Person providing such benefits or insurance pursuant to customary reimbursement obligations to such Person;

(k) unsecured Hedging Obligations incurred for *bona fide* hedging purposes and not for speculation with respect to risks arising in the ordinary course of Borrowers' business, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(k) not to exceed U.S.$1,000,000 at any time;

(l) unsecured Debt in respect of performance, surety or appeal bonds provided in the ordinary course of business, but excluding (in each case) Debt incurred through the borrowing of money or Contingent Liabilities in respect thereof;

(m) unsecured, non-recourse Debt incurred by any Loan Party or Subsidiary thereof to finance the payment of insurance premiums of such Person, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(m) not to exceed U.S.$250,000 at any time;

(n) Debt described on Schedule 11.1, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased;

(o) Debt of any Excluded Foreign Subsidiary to any Loan Party in an aggregate amount not to exceed U.S.$1,000,000 in the aggregate at any time outstanding as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Collateral Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);

(p) Debt consisting of the PPP Loans; and

(q) other unsecured Debt owed to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any time.

Section 11.2 Liens. Not, and not permit any Loan Party or Subsidiary thereof to, create or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:

(a) Liens in favor of Collateral Agent or the Lenders, as applicable, granted pursuant to the Loan Documents;

(b) Liens securing the Senior Credit Facility;

(c) [Reserved];

(d) Liens securing Purchase Money Debt or Capitalized Lease Obligations, in all cases solely to the extent permitted under Section 11.1(d), provided that any such Lien (i) attaches to the specific property at the time of (or within 20 days following) the original acquisition thereof, (ii) does not extend to cover any property other than such specific property and any after-acquired property that is affixed thereto, (iii) does not extend to any Equity Interests in any Person, and (iv) is limited to such specific property and is not a "blanket" or "all asset" Lien;

(e) Liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(f) Liens arising in the ordinary course of business of the Loan Parties and consisting of (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law and (ii) Liens in the form of deposits or pledges incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations, in the case of clauses (i) and (ii), (x) for sums not overdue for a period of more than sixty (60) days or which are being diligently contested in good faith by appropriate proceedings, (y) not involving any advances or borrowed money or the deferred purchase price of property or services, and (z) for which the Loan Parties and their Subsidiaries maintain adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(g) easements, rights of way, restrictions (including zoning restrictions), covenants, encroachments, and other similar real estate charges or encumbrances, minor defects or irregularities in title, and other similar real estate Liens not interfering in any material respect with the ordinary conduct of the business of any Loan Party or any Subsidiary thereof;

(h) leases, subleases, licenses, or sublicenses of the assets or properties of any Loan Party or Subsidiary thereof, in each case entered into in the ordinary course of business and not interfering in any material respect with the business of any Loan Party or Subsidiary thereof;

(i) customary set-off rights against depository accounts permitted under this Agreement in favor of banks at which any Loan Party or Subsidiary thereof maintains any such depository accounts, so long as those set-off rights secure only the obligations of such Loan Party or Subsidiary to pay ordinary course fees and bank charges;

(j) Liens consisting of precautionary filings of UCC financing statements filed with respect to Operating Leases permitted under this Agreement and any interest of title of a lessor under any Operating Lease permitted under this Agreement;

(k) attachments, appeal bonds, judgments, and other similar Liens arising in connection with court proceedings, so long as (i) the aggregate outstanding amount of all such attachments, appeal bonds, judgments, and other similar Liens of all Loan Parties and their Subsidiaries does not exceed the amount set forth in Section 13.1.8 at any time, and (ii) the execution or other enforcement of such attachments, appeal bonds, judgments, and other similar Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(l) as long as the Loan Parties and their Subsidiaries have complied with Section 10.10 with respect to such Deposit Account, normal and customary rights of setoff upon deposits of cash in a Deposit Account in favor of banks or other depository institutions at which such Deposit Account is maintained, which setoff rights (i) only secure the obligations of such Loan Party to pay ordinary course fees and bank charges, or (ii) are otherwise permitted by any control agreement in favor of Collateral Agent with respect to such Deposit Account;

(m) Liens described on Schedule 11.2 as of the Closing Date, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased; and

(n) other Liens granted to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof in the ordinary course of business, so long as such Liens secure only Permitted Debt in an aggregate outstanding amount, for all Loan Parties and their Subsidiaries, that does not exceed U.S.$100,000 at any time.

Section 11.3 Restricted Payments. Not, and not permit any Loan Party or Subsidiary thereof to, (a) make any cash or non-cash dividend, distribution, or payment to any holders of its Equity Interests, (b) purchase or redeem any of its Equity Interests, (c) pay any management fees, transaction-based fees, or similar fees to any of its equity holders or any Affiliate thereof, (d) make any redemption, prepayment (whether mandatory or optional), defeasance, repurchase or any other payment in respect of any Subordinated Debt or earn-outs or similar payments, (e) make any redemption, prepayment, defeasance, repurchase or any other payment in respect of the PPP Loans, in each case, other than (x) regularly scheduled payments of principal and interest following the deferral period provided in the CARES Act, and (y) any other payment to the extent funded solely with proceeds from the PPP Loans in the PPP Loan Account (or such

other funds approved in writing by Administrative Agent (acting at the written instructions of the Lenders)), or (f) set aside funds for any of the foregoing. Notwithstanding the foregoing, (i) any Loan Party may pay dividends or make distributions to a Borrower or any other Domestic Subsidiary that is a Loan Party (in each case, other than to Ultimate Holdings), (ii) any Subsidiary of a Loan Party may pay dividends or make other distributions to any Loan Party (other than to Intermediate Holdings or Ultimate Holdings) or any Subsidiary of a Loan Party; provided that the aggregate amount of Restricted Payments made to a Foreign Subsidiary that are not immediately distributed to a Borrower or a Domestic Subsidiary that is a Loan Party shall not exceed U.S.$1,000,000 in the aggregate during any trailing twelve consecutive month period, (iii) any Loan Party or Subsidiary thereof may make Permitted Tax Distributions, (iv) so long as no Event of Default has occurred or would result from the making thereof, any Loan Party or Subsidiary thereof may make payments, in an aggregate amount for all Loan Parties and Subsidiaries not to exceed U.S.$250,000 per Fiscal Year, to purchase or redeem Equity Interests of Ultimate Holdings from officers, directors, and employees of such Loan Party or Subsidiary; (v) any Loan Party or Subsidiary thereof may make Permitted Earn-out Payments, (vi) any Loan Party may make payments with respect to Subordinated Debt to the extent expressly permitted under the applicable Subordination Agreement; and (vi) any Loan Party may, with respect to the Permitted Investor Debt and the Permitted Exitus Debt (as defined under the Senior Credit Facility), make payments thereof to the extent expressly permitted under the applicable Subordination Agreement.

Section 11.4 Mergers, Consolidations, Sales. Not, and not permit any Loan Party or Subsidiary thereof to, (a) be a party to any merger or consolidation, (b) sell, transfer, dispose of, convey or lease any of its assets or Equity Interests (including the sale of Equity Interests of any Subsidiary), (c) sell or assign with or without recourse any Accounts, or (d) purchase or otherwise acquire all or substantially all of the assets or any Equity Interests, or any partnership or joint venture interest in, any other Person or make any Acquisition, in all cases other than: (i) any such merger, consolidation, sale, transfer, acquisition, conveyance, lease, or assignment of or by any Borrower or Subsidiary with and into any Borrower or any Subsidiary so long as (t) no other provision of this Agreement would be violated thereby, (u) in the case of any such transactions with a Borrower, a Borrower shall be the surviving Person, (v) in the case of any such transactions with a Domestic Subsidiary, a Domestic Subsidiary shall be the surviving Person, (w) in the case of any such transactions with a Loan Party, a Loan Party shall be the surviving Person, (x) Borrower Representative gives Administrative Agent at least 15 days' prior written notice of such merger or consolidation, (y) no Default or Event of Default has occurred and is continuing either before or after giving effect to that transaction, and (z) the Lenders' rights in any Collateral, including the existence, perfection and priority of any Lien thereon, are not adversely affected by that merger or consolidation, (ii) Permitted Acquisitions, and (iii) Permitted Asset Dispositions.

Section 11.5 Modification of Organizational Documents and PPP Loans. Not, and not permit any Loan Party or Subsidiary thereof, to allow the charter, by-laws or other organizational documents of any Loan Party or Subsidiary thereof to be amended or modified in any way which could reasonably be expected to materially adversely affect the interests of the Lenders (it being understood that any amendment, modification, or waiver increasing or expanding the payment obligations of any Loan Party will be deemed to be materially adverse to the interests of

Lenders). Not change, or allow any Loan Party or Subsidiary thereof to change, its state of formation or its organizational form. Not agree to, and not permit any Loan Party or Subsidiary thereof to agree to, any amendment, restatement, supplement, waiver or other modification of the PPP Loans if the effect of such amendment, restatement, supplement, waiver or other modification would be materially adverse to the Loan Parties or the Lenders.

Section 11.6 Transactions with Affiliates. Not, and not permit any Loan Party or Subsidiary thereof to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any Affiliate, other than the Investor Debt Promissory Note, and, (a) those set forth on Schedule 11.6, (b) those permitted by Sections 11.3 and 11.9, to the extent so permitted, and (c) such other transactions, arrangements and contracts that are on terms which are no less favorable to the Loan Parties than are obtainable from any Person which is not an Affiliate.

Section 11.7 Inconsistent Agreements. Not, and not permit any Loan Party or Subsidiary thereof to, enter into any agreement containing any provision which would (a) be violated or breached by any borrowing by any Borrower hereunder or by the performance by any Loan Party of any of its Obligations hereunder or under any other Loan Document, (b) prohibit any Loan Party from granting to the Agents and the Lenders, a Lien on any of its assets, or (c) create or permit to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (i) pay dividends or make other distributions to any Borrower or any other Subsidiary, or pay any Debt owed to any Borrower or any other Subsidiary, (ii) make loans or advances to any Loan Party or (iii) transfer any of its assets or properties to any Loan Party, other than, in all cases, (x) customary restrictions and conditions contained in agreements relating to the sale of all or a substantial part of the assets of any Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary to be sold and such sale is permitted hereunder, (y) restrictions or conditions imposed by any agreement relating to purchase money Debt, Capital Leases and other secured Debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt and (z) customary provisions in leases and other contracts restricting the assignment thereof.

Section 11.8 Business Activities; Issuance of Equity. Not, and not permit any Loan Party or Subsidiary thereof to, engage in any line of business, other than the businesses engaged in on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto. Not, and not permit any other Subsidiary to, issue any Equity Interests; provided that (x) Ultimate Holdings may issue the Monroe Supporting Shares (as defined under the Senior Credit Facility) and the Monroe Warrants (as defined under the Senior Credit Facility) (y) Ultimate Holdings may issue Equity Interests therein so long as no Change of Control or other Default or Event of Default occurs as a result thereof and (z) Ultimate Holdings may issue Equity Interests from time to time so long as its complies with its obligations under Section 6.2.2(b)(ii) with respect to such issuance..

Section 11.9 Investments. Not, and not permit any Loan Party or Subsidiary thereof to, make or permit to exist any Investment in any other Person, except the following:

(a) contributions by any Borrower or any Subsidiary thereof to the capital of any Borrower;

(b) Investments (including, without limitation, any Contingent Liabilities) constituting Permitted Debt;

(c) Cash Equivalent Investments (provided that the Cash Equivalent Investments of Loan Parties and their Subsidiaries that are not issued or guaranteed by the United States Government may not, at any time, exceed $3,000,000 in the aggregate);

(d) subject to Section 10.10, bank deposits in the ordinary course of business;

(e) Investments received in the ordinary course of business pursuant to a Permitted Asset Disposition (i) in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors, or (ii) in notes received in full or partial satisfaction of Accounts owing from financially troubled Account Debtors;

(f) Investments constituting Acquisitions consented to by the Required Lenders, in their sole discretion;

(g) Investments in Domestic Subsidiaries of Loan Parties that are themselves Loan Parties on the Closing Date;

(h) Investments listed on Schedule 11.9 as of the Closing Date;

(i) Investments by any Loan Party in the Excluded Foreign Subsidiaries, in an aggregate amount not to exceed U.S.$1,000,000;

(j) Investments by the Borrowers or any Loan Party that is a Domestic Subsidiary in Loan Parties that are Foreign Subsidiaries, (x) permitted pursuant to Section 11.9(f) or (y) in an aggregate amount not to exceed U.S.$3,000,000;

(k) Investments constituting Permitted Acquisitions; and

(l) other Investments in any Person that an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any one time.

Section 11.10 Restriction of Amendments to Certain Documents. Not, and not permit any Loan Party or Subsidiary thereof to, amend or otherwise modify, or waive any rights under any provision of any document governing any Subordinated Debt, except to the extent permitted under the related Subordination Agreement).

Section 11.11 Fiscal Year. Not, and not permit any Loan Party or Subsidiary thereof to, change its Fiscal Year.

Section 11.12 Financial Covenants. Not, and not allow any Loan Party or Subsidiary thereof to:

11.12.1 Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio of the Consolidated Group for any Computation Period to be less than the applicable ratio set forth below for such Computation Period:

Computation Period Ending	Fixed Charge Coverage
December 31, 2021	0.20:1.00
March 31, 2022	0.20:1.00
June 30, 2022	0.20:1.00
September 30, 2022	0.20:1.00
December 31, 2022 and each Computation Period ending thereafter	0.20:1.00

11.12.2 Total Leverage Ratio. Permit the Total Leverage Ratio of the Consolidated Group for any Computation Period to exceed the applicable ratio set forth below for such Computation Period:

Computation Period Ending	Total Leverage Ratio
December 31, 2021	22.00:1.00
March 31, 2022	18.00:1.00
June 30, 2022 and each Computation Period ending thereafter	10.00:1.00

Section 11.13 Compliance with Laws. Not, and not permit any Loan Party or Subsidiary thereof to, fail to comply with the laws, regulations and executive orders referred to in Sections 9.30, 9.31 and 9.32.

Section 11.14 Holdings Companies Covenants. The Holdings Companies shall not, directly or indirectly, (a) enter into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Holdings Documents, (b) engage in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than (i) the making of Investments existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, (iv) entering into and performing its obligations hereunder and under the Loan Documents, (v) in the case of Ultimate Holdings, incurring Contingent Liabilities permitted by Section 11.1(i), and (vi) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidate or merge with or into any other Person. Each Holdings Company shall preserve, renew and keep in full force and effect its existence.

Section 11.15 No Excluded Foreign Subsidiaries. Absent the consent of the Required Lenders, no Loan Party or Subsidiary thereof will create, form, or acquire, or hold any Equity Interests in any Excluded Foreign Subsidiary (other than Excluded Foreign Subsidiaries in

existence on the Closings Date) or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 11.16 Claims Related to PPP Loans. Not, and not permit Subsidiary to assert any demands, actions, causes of action, suits, controversies, claims, counterclaims, or defenses whatsoever (including, without limitation, that the Administrative Agent, the Collateral Agent or any Lender provided advisory services with respect thereto) against the Administrative Agent, the Collateral Agent or any Lender in connection with any PPP Loan, the CARES Act, or any process related thereto.

ARTICLE XII

EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The effectiveness of this Agreement and the obligation of each Lender to make its Loans is subject to the satisfaction of the following conditions precedent by no later than 5:00 p.m. (Mexico City Time) on November 29, 2021:

Section 12.1 Credit Extension. The effectiveness of this Agreement, and the obligation of the Lenders to make the Loans, are, in addition to the conditions precedent specified in Section 12.2 subject to satisfaction of the following conditions precedent, it being agreed that the request by Borrower Representative for the making of the Loans on the Closing Date will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in this Section 12.1 will be satisfied at the time of the making of those Loans (unless waived in writing by the Required Lenders):

12.1.1 Agreement, Notes and other Loan Documents. Administrative Agent has received the following, each duly executed and effective as of the Closing Date (or any earlier date satisfactory to the Required Lenders), in form and substance satisfactory to the Required Lenders in their discretion (a) this Agreement, and (b) the Notes made payable to each applicable Lender.

12.1.2 Authorization Documents. For each Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) that Person's charter (or similar formation document), certified by the appropriate Governmental Authority, (b) good standing certificates in that Person's state of incorporation (or formation) and in each other state in which that Person is qualified to do business if reasonably requested by the Required Lenders, (c) that Person's bylaws (or similar governing document), (d) except for each Mexican Loan Party, resolutions of its board of directors (or similar governing body) approving and authorizing that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (e) signature and incumbency certificates of that Person's officers and/or managers executing any of the Loan Documents (which certificates Administrative Agent and each Lender may conclusively rely on until formally advised by a like certificate of any changes in any such certificate), all certified by its secretary or an assistant secretary (or similar officer) as being in full force and effect without modification.

12.1.3 Consents, etc. Administrative Agent has received certified copies of all documents evidencing any necessary company action, consents and governmental approvals (if any) required for the execution, delivery, and performance by the Loan Parties of the documents referred to in this Section 12, each in form and substance satisfactory to the Required Lenders.

12.1.4 Letter of Direction. Administrative Agent has received a Funds Flow Memorandum containing funds flow information with respect to the proceeds of the Loans on the Closing Date, duly executed and dated on or prior the Closing Date.

12.1.5 Opinions of Counsel. Administrative Agent has received opinions of New York and Mexican counsel for each Loan Party, each duly executed and dated as of the Closing Date, in form and substance satisfactory to Administrative Agent and the Lenders.

12.1.6 Payment of Fees. Administrative Agent has received evidence of payment by Borrowers of all accrued and unpaid fees, costs, and expenses to the extent then due and payable on the Closing Date (including, without limitation, fees under the Agents Fee Letter), together with all Attorney Costs of Administrative Agent and the Lenders to the extent invoiced prior to the Closing Date, plus all additional amounts of Attorney Costs that constitute Administrative Agent's and Lender's reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent and the Lenders through the closing proceedings (but no such estimate will preclude a final settling of accounts between Borrowers and Administrative Agent and between Borrowers and the Lenders in respect of those Attorney Costs).

12.1.7 Solvency Certificate. Administrative Agent has received a solvency certificate, in form and substance satisfactory to the Required Lenders in their discretion, executed by a Senior Officer of the Borrower Representative.

12.1.8 Search Results; Lien Terminations. Administrative Agent has received certified copies of Uniform Commercial Code search reports dated a date reasonably near to the Closing Date, listing all effective financing statements which name any Loan Party organized under the laws of any state of the United States (under their present names and any previous names) as debtors, together with copies of all such financing statements.

12.1.9 Closing Certificate. Administrative Agent has received a certificate, in form and substance satisfactory to the Required Lenders in their discretion executed by a Senior Officer of Borrower Representative on behalf of Borrowers certifying the matters set forth in Sections 12.1 and 12.2 as of the Closing Date.

12.1.10 No Material Adverse Change. There has not occurred since December 31, 2020 any developments or events that, individually or in the aggregate with any other circumstances, has had or could reasonably be expected to have a Material Adverse Effect.

12.1.11 Process Agent. The Administrative Agent shall have received evidence, in form and substance satisfactory to the Lenders, that: (i) each Mexican Loan Party has irrevocably appointed the Process Agent for a period ending one year after the Maturity Date, (ii) the Process Agent has accepted such appointment, and (iii) all fees in connection therewith have been paid for the entire term of the appointment.

12.1.12 Other. The Lenders have received all other documents identified on that certain closing checklist prepared by counsel to the Lenders for the transactions contemplated hereby and all other documents reasonably requested by the Lenders.

The parties hereto hereby agree and acknowledge that the Closing Date has not occurred as of the date of this Agreement. Notwithstanding anything to the contrary set forth herein, Section 13.1.10, Section 14, and Sections 15.5, 15.8, 15.17, 15.18 and 15.19 shall be deemed effective as of the date of this Agreement, upon receipt by the Administrative Agent of duly executed counterparts by the parties hereto.

Section 12.2 Conditions Precedent to all Loans . The obligation of each Lender to make each of the Loans, is subject to the following further conditions precedent that:

12.2.1 Compliance with Warranties/No Default. Both before and after giving effect to any borrowing of the Loans the following shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(b) no Default or Event of Default shall have then occurred and be continuing or would result from such borrowing.

12.2.2 Confirmatory Certificate. If requested by any Agent or any Lender, Administrative Agent has received (in sufficient counterparts to provide one to Administrative Agent and each Lender) a certificate dated the Closing Date and signed by a duly authorized representative of Borrower Representative as to the matters set out in Section 12.2.1 (it being understood that each request by Borrower Representative for the making of a Loan will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in Section 12.2.1 will be satisfied at the time of the making of that Loan), together with such other documents as any Agent or any Lender may reasonably request in support thereof.

12.2.3 Ratification and Authorization Documents. Process Agent Power of Attorney. For each Mexican Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) resolutions adopted by its partners or shareholders' and/or of its board of directors (or similar governing body), approving, authorizing and further ratifying that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (b) the public deed evidencing that such Mexican Loan Party has granted a Mexican law irrevocable special power of attorney for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) before a Mexican notary public in favor of the Process Agent.

ARTICLE XIII

EVENTS OF DEFAULT AND THEIR EFFECT

Section 13.1 Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

13.1.1 Non-Payment of the Loans, etc. (a) Default in the payment when due of the principal of any Loan, or (b) default, and continuance thereof for five (5) or more days, in the payment when due of any interest, fee reimbursement obligation with respect to any Letter of Credit, or other amount payable by Borrowers under this Agreement or under any other Loan Document.

13.1.2 Non-Payment of Other Debt. (a) Any event of default shall occur under the terms applicable to any Subordinated Debt, or (b) any default or event of default shall occur under the terms applicable to any other Debt of any Loan Party (for all such Debt so affected and including undrawn committed or available amounts and amounts owing to all creditors under any combined or syndicated credit arrangement) in an aggregate amount exceeding U.S.$500,000, and, and such default (i) consists of the failure to pay that Debt when due, whether by acceleration or otherwise, or (ii) accelerates the maturity of that Debt or permits the holder or holders thereof, or any trustee or agent for any such holder or holders, to cause that Debt to become due and payable (or require any Loan Party to purchase or redeem that Debt or post cash collateral in respect thereof) prior to its expressed maturity.

13.1.3 Other Material Obligations. Default in the payment when due, or in the performance or observance of, any Material Contract.

13.1.4 Bankruptcy, Insolvency, etc. Any of the following occurs: (a) any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due, (b) any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for that Loan Party or any property thereof, or makes a general assignment for the benefit of creditors, (c) in the absence of any such application, consent, or acquiescence, a trustee, receiver, or other custodian is appointed for any Loan Party or for a substantial part of the property of any thereof and is not discharged within days, (d) any Insolvency Proceeding, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party, and that Insolvency Proceeding or proceeding (i) is not commenced by that Loan Party, (ii) is consented to or acquiesced in by that Loan Party, or (iii) remains for 45 days undismissed, or (e) any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.

13.1.5 Non-Compliance with Loan Documents. (a) Failure by any Loan Party to comply with or to perform any covenant set forth in Sections 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.2, 10.3(b), 10.5, 10.6, 10.8, 10.10, 10.11, 10.12, or 10.13, or Section 11, or (b) failure by any Loan Party to comply with or to perform any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under any other provision of this Section 13) and continuance of such failure described in this clause (b) for 30 or more days after the earlier of (i) the date any Loan Party

knows or reasonably should have known of such failure or (ii) the date of receipt by Borrower Representative (or any Borrower) of notice from the Required Lenders of such failure.

13.1.6 Representations; Warranties. Any representation or warranty made by any Loan Party in this Agreement or any other Loan Document is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice or other writing furnished by any Loan Party to any Agent or any Lender in connection with this Agreement is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

13.1.7 Pension Plans. Any of the following occurs: (a) any Person institutes steps to terminate a Pension Plan if as a result of that termination any Loan Party or Subsidiary thereof could be required to make a contribution to that Pension Plan, or could incur a liability or obligation to that Pension Plan, in excess of U.S.$500,000; (b) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA with respect to any Borrower or any Subsidiary; (c) the Unfunded Liability of all Pension Plans sponsored and maintained by any Loan Party or Subsidiary thereof exceeds 20% of the Total Plan Liability for those plans; or (d) there occurs any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of that withdrawal (including any outstanding withdrawal liability that any Borrower or any member of the Controlled Group have incurred on the date of that withdrawal) to which any Loan Party or Subsidiary thereof is reasonably expected to incur exceeds U.S.$500,000.

13.1.8 Judgments. One or more final judgments which exceed an aggregate of U.S.$500,000 are rendered against any Loan Party (not covered by insurance as to which the insurance company has acknowledged coverage, so long as that insurance is paid to Borrowers within 30 days of the rendering of those judgments) and have not been paid, discharged or vacated or had execution thereof stayed pending appeal within 60 days after entry or filing of those judgments.

13.1.9 Invalidity of Documents, etc. Any Loan Document ceases to be in full force and effect, or any Loan Party (or any Person by, through, or on behalf of any Loan Party) contests in any manner the validity, binding nature, or enforceability of any Loan Document.

13.1.10 Change of Control. A Change of Control shall occur.

13.1.11 Default with respect to Conversion Payment Shares. Ultimate Holdings fails to comply with Section 18.8, Ultimate Holdings fails to deliver Conversion Payment Shares (as defined in Article XVIII) pursuant to Section 18.7 or an Event of Default occurs under any Registration Rights Agreement then in effect.

13.1.12 Invalidity of Subordination Provisions, etc. Any subordination provision in any document or instrument governing the Master Intercompany Note, or any Subordinated Debt, or any subordination provision in any subordination agreement that relates to the Master Intercompany Note, or any Subordinated Debt (including, without limitation, each Subordination Agreement), or any subordination provision in any guaranty by any Loan Party of

any Subordinated Debt, shall cease to be in full force and effect, or any Loan Party shall contest in any manner the validity, binding nature or enforceability of any such provision.

13.1.13 Non-Compliance with PPP Loan Terms; CARES Act. (a) The occurrence of any event of default under the terms of any PPP Loan, (b) any failure by any Loan Party or any Subsidiary to comply with or to perform any covenants set forth in Section 10.14 or (c) any failure by any Loan Party or any Subsidiary to comply in all material respects with the applicable provisions of the CARES Act.

Section 13.2 Effect of Event of Default. If any Event of Default described in Section 13.1.4 occurs in respect of any Borrower, then the Commitments will immediately terminate and the Loans and all other Obligations under this Agreement will become immediately due and payable, all without presentment, demand, protest, or notice of any kind. If any other Event of Default occurs and is continuing, then Administrative Agent may (and, upon the written request of the Required Lenders shall) declare, in a written notice to Borrower Representative, the Commitments to be terminated in whole or in part and/or declare all or any part of the Loans and all other Obligations under this Agreement to be due and payable, whereupon the Commitments will immediately terminate (or be reduced, as applicable) and/or the Loans and other Obligations under this Agreement will become immediately due and payable (in whole or in part, as applicable), all without presentment, demand, protest, or notice of any kind (other than as expressly provided for above in this sentence). Administrative Agent shall promptly advise Borrower Representative of any such declaration, but failure to do so will not impair the effect of any such declaration.

Section 13.3 Credit Bidding. Subject to the Reference Subordination Agreement, the Loan Parties hereby irrevocably authorize the Lenders, and the Loan Parties and the Lenders hereby irrevocably authorize Collateral Agent, based upon the instruction of the Required Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Collateral Agent or the Lenders, as applicable, in accordance with applicable law, based upon the instruction of the Required Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by any Loan Party, any interim receiver, receiver, receiver and manager, administrative receiver, trustee, agent, or other Person pursuant or under any insolvency laws, in each case subject to the following limitations: (a) the Required Lenders may not direct Collateral Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of any Credit Bid, (b) the acquisition documents must be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws), and (d) reasonable efforts must be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations). For purposes of this Section 13.3, the term "Credit Bid" means an offer submitted by Collateral Agent (on behalf of the Agents and the Lenders) or the Lenders, as applicable, based upon the instruction of the Required Lenders, to acquire the property of any Loan Party or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by Collateral Agent (on behalf of the Agents and the Lenders), based upon the

instruction of the Required Lenders, or the Lenders, as applicable) of the claims and Obligations under this Agreement and other Loan Documents.

ARTICLE XIV

AGENCY

Section 14.1 Appointment and Authorization. Each Lender hereby irrevocably (subject to Section 14.10) appoints, designates, and authorizes each Agent to take any action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise any powers and perform any duties as are expressly delegated to it, as applicable, by the terms of this Agreement or any other Loan Document, together with all powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, none of the Agents will have any duty or responsibility except those expressly set forth in this Agreement, nor will any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities are to be read into this Agreement or any other Loan Document or otherwise exist against such Agent, as applicable. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement and in other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, that term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 14.2 [Reserved].

Section 14.3 Delegation of Duties. Each Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees, or attorneys-in-fact and is entitled to advice of counsel and other consultants or experts concerning all matters pertaining to those duties. No Agent will be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 14.4 Exculpation of Agents. None of the Agents and their respective directors, officers, employees, and agents (a) will be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth in this Agreement as determined by a final, non-appealable judgment by a court of competent jurisdiction), or (b) will be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any Affiliate of any Borrower, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement, or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability, or sufficiency of this Agreement or any other Loan Document (or the creation, perfection, or priority of any Lien or security interest therein), or for any failure of any Borrower or any other party to any Loan Document to perform its Obligations under this Agreement or under any other Loan Documents. None of the Agents is or will be

under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document or to inspect the properties, books, or records of any of the Loan Parties and their Subsidiaries and Affiliates.

The duties of each of the Administrative Agent and the Collateral Agent under the Loan Documents are solely mechanical and administrative in nature. The Administrative Agent and the Collateral Agent shall be entitled to request written instructions, or clarification of any instruction, from the Required Lenders (or, if the relevant Loan Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Administrative Agent and the Collateral Agent may refrain from acting unless and until it receives those written instructions or that clarification. In the absence of written instructions, the Administrative Agent or the Collateral Agent, as applicable, may act (or refrain from acting) as it considers to be in the best interests of the Lenders.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their respective duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or indemnity satisfactory to such Agent against, or security for, such risk or liability is not reasonably assured to such Agent. The Agents shall not be responsible in any manner for the validity, enforceability or sufficiency of this Agreement or the Loan Documents or any Collateral delivered, or for the value or collectability of any obligations or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Agent. The Agents shall not be bound to examine or inquire into or be liable for any defect or failure in the right or title of the grantors to all or any of the assets whether such defect or failure was known to the Agents or might have been discovered upon examination or inquiry and whether capable of remedy or not.

The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter.

The Agents shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct.

In no event shall any Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Agents shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents.

Except with respect to its own gross negligence or willful misconduct, no Agent shall be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any security document or any other instrument or document furnished pursuant thereto.

No Agent shall have responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. The Agents have no duty to monitor the value or rating of any Collateral on an ongoing basis.

Whenever in the administration of the Loan Documents any Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, may conclusively rely upon instructions from the Required Lenders.

Any Agent may request that the Required Lenders or other parties deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to the Loan Documents.

Money held by any Agent in trust hereunder need not be segregated from other funds except to the extent required by law. No Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed in writing.

Beyond the exercise of reasonable care in the custody thereof, no Agent shall have any duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and no Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. Each Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords similar collateral and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee.

No Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of such Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens

upon the Collateral or otherwise as to the maintenance of the Collateral. No Agent shall have any duty to ascertain or inquire as to or monitor the performance or observance of any of the terms of the Loan Documents by any other Person.

In the event that, following a foreclosure in respect of any Mortgaged property, the Agent acquires title to any portion of such property or takes any managerial action of any kind in regard thereto in order to carry out any fiduciary or trust obligation for the benefit of another, which in such Agent's sole discretion may cause such Agent to be considered an "owner or operator" under the provisions of CERCLA or otherwise cause such Agent to incur liability under CERCLA or any other Federal, state or local law, such Agent reserves the right, instead of taking such action, to either resign as Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver.

Each Agent reserves the right to conduct an environmental audit prior to foreclosing on any real estate Collateral or mortgage Collateral. The Agents reserve the right to forebear from foreclosing in their own name if to do so may expose them to undue risk.

In no event shall any Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

For the avoidance of doubt and notwithstanding anything contrary in any Loan Document, in the event of inconsistency between the terms of this Agreement and any other Loan Document, the terms in this Agreement shall prevail.

Notwithstanding anything in the Loan Documents to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

Section 14.5 Reliance by Agents. Each Agent may rely, and will be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement, or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers), independent accountants, and other experts selected by such Agent. Each Agent will be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless such Agent first receives all advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify such Agent against any and all liability and expense which might be incurred by such Agent by reason of taking or continuing to take any such action. Each Agent will in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or

consent of the Required Lenders and each such request and any action taken or failure to act pursuant thereto will be binding upon each Lender. For purposes of determining compliance with the conditions specified in Section 12, each Lender that has signed this Agreement will be deemed to have consented to, approved, or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless any Agent has received written notice from that Lender prior to the proposed Closing Date specifying its objection thereto.

Section 14.6 Notice of Default. None of the Agents will be deemed to have knowledge or notice of the occurrence of any Event of Default or Default except with respect to defaults in the payment of principal, interest and fees required to be paid to such Agent for the account of the Lenders, unless such Agent has received written notice from a Lender or a Borrower referring to this Agreement, describing that Event of Default or Default and stating that that notice is a "notice of default." Each Agent shall promptly notify the Lenders of its receipt of any such notice. Each Agent shall take all such actions with respect to each such Event of Default or Default as requested by the Required Lenders in accordance with Section 13, but unless and until such Agent has received any such request, such Agent may (but will not be required to) take any action, or refrain from taking any action, with respect to any Event of Default or Default as such Agent deems advisable or in the best interest of the Lenders.

Section 14.7 Credit Decision. Each Lender acknowledges that none of the Agents has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties, will be deemed to constitute any representation or warranty by such Agent to any Lender as to any matter, including whether such Agent has disclosed material information in its possession. Each Lender represents to each Agent that it has, independently and without reliance upon such Agent and based on documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition, and creditworthiness of the Loan Parties, and made its own decision to enter into this Agreement and to extend credit to Borrowers under this Agreement. Each Lender also represents to each Agent that it will, independently and without reliance upon such Agent and based on documents and information as it deems appropriate at the time, continue to make its own credit analysis, appraisals, and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make all investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition, and creditworthiness of Borrowers. Except for notices, reports and other documents expressly required in this Agreement to be furnished to the Lenders by any Agent, such Agent will not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of any Borrower which may come into the possession of such Agent.

Section 14.8 Indemnification. Whether or not the transactions contemplated by this Agreement are consummated, each Lender shall indemnify upon demand each Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities, except that no Lender will

be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's own gross negligence or willful misconduct. No action taken in accordance with the directions of the Required Lenders will be deemed to constitute gross negligence or willful misconduct for purposes of this Section 14.8. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to in this Agreement, to the extent that such Agent is not reimbursed for any such expenses by or on behalf of Borrowers. The undertaking in this Section 14.8 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or modification, release or discharge of, any or all of the Collateral Documents, expiration or termination of the Letters of Credit, termination of this Agreement and the resignation or replacement of any Agent.

Section 14.9 Agents in their Individual Capacity. Each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Loan Parties and Affiliates as though such Person were not an Agent under this Agreement and without notice to or consent of any Lender. Each Lender acknowledges that, pursuant to those activities, the Person serving as an Agent or its Affiliates might receive information regarding Borrowers or their Affiliates (including information that is subject to confidentiality obligations in favor of any Borrower or any such Affiliate) and acknowledges that none of the Agents will be under any obligation to provide any such information to them. With respect to their Loans (if any), each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates have the same rights and powers under this Agreement as any other Lender and may exercise the same as though such Person were not an Agent, and the terms "Lender" and "Lenders" include such Person and its Affiliates, to the extent applicable, in their individual capacities.

Section 14.10 Successor Agents. Any may resign as such upon 30 days' notice to the Lenders. If any Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of Borrower Representative (which may not be unreasonably withheld or delayed), appoint from among the Lenders a successor Agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of an Agent, such Agent may appoint, after consulting with the Lenders and Borrower Representative, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent under this Agreement, that successor agent will succeed to all the rights, powers, and duties of the retiring Agent and the term "Administrative Agent" or "Collateral Agent," as applicable, will mean that successor agent, and the retiring Agent's appointment, powers and duties as Agent will be terminated. After any retiring Agent's resignation under this Agreement as an Agent, the provisions of this Section 14.10 and Sections 15.5 and 15.17 will inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this

Agreement. If no successor agent has accepted appointment as successor agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation will nevertheless thereupon become effective and the Required Lenders shall perform all of the duties of the retiring Agent under this Agreement until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

Section 14.11 Collateral Matters. Each Lender authorizes and directs Collateral Agent to enter into the Collateral Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) for the benefit of the Agents and the Lenders. Each Lender hereby agrees that, except as otherwise set forth in this Agreement, any action taken by any Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by such Agent or Required Lenders of the powers set forth in this Agreement or therein, together with all other powers as are reasonably incidental thereto, will be authorized by, and binding upon, all Lenders. Collateral Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender to take any action with respect to any Collateral (other than Collateral located in Mexico) or Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) which may be necessary to perfect and maintain perfected the Liens upon the Collateral granted pursuant to this Agreement and the such other Loan Documents. The Lenders irrevocably authorize Collateral Agent, at its option and in its discretion, to do any and all of the following: (a) to release any Lien granted to or held by Collateral Agent under any Collateral Document (other than the Mexican Collateral Agreements) (i) upon Payment in Full; (ii) upon property sold or to be sold or disposed of as part of or in connection with any disposition permitted under this Agreement (including the release of any Guarantor in connection with any such disposition); or (iii) subject to Section 15.1 if approved in writing by the Required Lenders; or (b) to subordinate its interest in any Collateral (other than Collateral located in Mexico) to any holder of a Lien on that Collateral which is permitted by Section 11.2(d) (it being understood that Collateral Agent may conclusively rely on a certificate from Borrower Representative in determining whether the Debt secured by any such Lien is permitted by Section 11.1(d)). Upon request by Collateral Agent at any time, the Lenders will confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 14.11.

Section 14.12 Restriction on Actions by Lenders. Each Lender shall not, without the express written consent of each Agent, and shall, upon the written request of any Agent (to the extent it is lawfully entitled to do so), set-off against the Obligations, any amounts owing by that Lender to a Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with that Lender. Each Lender shall not, unless specifically requested to do so in writing by each Agent, take or cause to be taken any action, including the commencement of any legal or equitable proceedings, to foreclose any loan or otherwise enforce any security interest in any of the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions under this Agreement and the other Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) against the Loan Parties or any third party with respect to the Obligations or the Collateral may be taken by only Administrative Agent or Collateral Agent (at the direction of the

Required Lenders or as otherwise permitted in this Agreement) or by their respective agents at the direction of such Agent.

Section 14.13 Administrative Agent May File Proofs of Claim.

14.13.1 In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to any Loan Party (including any Insolvency Proceeding), Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as expressed in this Agreement or by declaration or otherwise and irrespective of whether Administrative Agent has made any demand on Borrowers) may, by intervention in any such proceeding or otherwise, do any and all of the following:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and Administrative Agent and its respective agents and counsel and all other amounts due the Lenders and Administrative Agent under Sections 5, 15.5 and 15.17) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

14.13.2 Any custodian, receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such proceeding is hereby authorized by each Lender to make all payments to Administrative Agent and, in the event that Administrative Agent consents to the making of such payments directly to the Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under Sections 5, 15.5, and 15.17.

14.13.3 Nothing contained in this Agreement will be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 14.14 Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger," if any, has any right, power, obligation, liability, responsibility, or duty under this Agreement other than, in the case of any Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified has or is deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action under this Agreement.

Section 14.15 [Reserved].

Section 14.16 Mexican Powers of Attorney. The Administrative Agent agrees that it will not exercise any rights under any power of attorney granted under or in connection with the Mexican Loan Documents unless an Event of Default has occurred and is continuing.

ARTICLE XV

GENERAL

Section 15.1 Waiver; Amendments.

(a) No amendment, modification, or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents will be effective unless it is in writing and acknowledged by Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated in this Agreement with respect thereto or, in the absence of any such designation as to any provision of this Agreement, by the Required Lenders. Any amendment, modification, waiver, or consent will be effective only in the specific instance and for the specific purpose for which given.

(b) The Agents Fee Letter may be amended, waived, consented to, or modified by the parties thereto.

(c) No amendment, modification, waiver, or consent may extend or increase the Commitment of any Lender without the written consent of that Lender.

(d) No amendment, modification, waiver, or consent may extend the date scheduled for payment of any principal (excluding mandatory prepayments) of or interest on the Loans or any fees payable under this Agreement without the written consent of each Lender directly affected thereby.

(e) No amendment, modification, waiver, or consent may reduce the principal amount of any Loan, the rate of interest thereon, or any fees payable under this Agreement without the consent of each Lender directly affected thereby.

(f) No amendment, modification, waiver, or consent may do any of the following without the written consent of each Lender (i) release any Borrower or any Guarantor from its obligations, other than as part of or in connection with any disposition permitted under this Agreement, (ii) release all or any substantial part of the Collateral granted under the Collateral Documents (except as permitted by Section 14.11), (iii) change the definitions of Pro Rata Share or Required Lenders, any provision of this Section 15.1, any provision of Section 13.3, or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver, or consent.

(g) No provision of Sections 6.2.2, 6.3, or 7.2.2(b) with respect to the timing or application of mandatory prepayments of the Loans may be amended, modified, or waived

without the consent of Lenders having a majority of the aggregate Pro Rata Shares of the Loans affected thereby.

(h) No provision of Section 14 or other provision of this Agreement affecting any Agent in its capacity as such may be amended, modified, or waived without the consent of such Agent.

(i) [Reserved]

(j) [Reserved]

(k) If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained is referred to as a "Non-Consenting Lender"), then, so long as Administrative Agent is not a Non-Consenting Lender, Administrative Agent and/or one or more Persons reasonably acceptable to Administrative Agent may (but will not be required to) purchase from that Non-Consenting Lender, and that Non-Consenting Lenders shall, upon Administrative Agent's request, sell and assign to Administrative Agent and/or any such Person, all of the Loans and Commitments of that Non-Consenting Lender for an amount equal to the principal balance of all such Loans and Commitments held by that Non-Consenting Lender and all accrued interest, fees, expenses, and other amounts then due with respect thereto through the date of sale, which purchase and sale will be consummated pursuant to an executed Assignment Agreement.

Section 15.2 Confirmations. Each Borrower and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with a copy of each such confirmation to Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under that Note.

Section 15.3 Notices.

15.3.1 Generally. Except as otherwise provided in Section 2.2, all notices under this Agreement must be in writing (including facsimile transmission) and must be sent to the applicable party at its address shown on Annex B or at any other address as the receiving party designates, by written notice received by the other parties, as its address for that purpose. Notices sent by facsimile transmission will be deemed to have been given when sent; notices sent by mail will be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service will be deemed to have been given when received. For purposes of Sections 2.2 and 2.2.2, Administrative Agent will be entitled to rely on written instructions from any person that Administrative Agent in good faith believes is an authorized officer or employee of Borrower Representative, and Borrowers shall hold Administrative Agent and each other Lender harmless from any loss, cost, or expense resulting from any such reliance.

15.3.2 Electronic Communications.

(a) Notices and other communications to any Lender under this Agreement may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, but the foregoing does not apply to notices to any Lender pursuant to Section 2.2 if that Lender has notified Administrative Agent and Borrower Representative that it is incapable of receiving notices under Section 2.2 by electronic communication. Administrative Agent or any Loan Party may, in its respective sole discretion, agree to accept notices and other communications to it under this Agreement by electronic communications pursuant to procedures approved by it, and approval of any such procedures may be limited to particular notices or communications.

(b) Unless otherwise agreed by the sender and the intended recipient, (i) notices and other communications sent to an e-mail address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail, or other written acknowledgement), (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that the notice or communication is available and identifying the website address therefor; and (iii) for both clauses (i) and (ii) of this Section 15.3.2(b), any notice, e-mail or other communication that is not sent during the normal business hours of the intended recipient will be deemed to have been sent at the opening of business on the next Business Day for the intended recipient.

Section 15.4 Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, that determination or calculation will, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP, consistently applied, but if Borrower Representative notifies Administrative Agent that Borrowers wish to amend any covenant in Sections 10 or 11.12 (or any related definition) to eliminate or to take into account the effect of any change in GAAP on the operation of that covenant (or if Administrative Agent notifies Borrower Representative that the Required Lenders wish to amend Sections 10 or 11.12 (or any related definition) for that purpose), then Borrowers' compliance with that covenant will be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either the applicable notice under this Section 15.4 is withdrawn or the applicable covenant (or related definition) is amended in a manner satisfactory to Borrowers and the Required Lenders.

Section 15.5 Costs, Expenses and Taxes. Each Loan Party, jointly and severally, shall pay on demand all reasonable out-of-pocket costs and expenses of each Agent (including Attorney Costs and Taxes) in connection with the preparation, execution, primary syndication, delivery and administration (including perfection and protection of any Collateral and the costs of IntraLinks (or other similar service), if applicable) of this Agreement, the other Loan Documents, and all other documents provided for in this Agreement or delivered or to be delivered under or in connection with this Agreement (including any amendment, supplement, or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby are consummated, including, without limitation, all documented out-of-pocket costs and expenses incurred pursuant to Section 10.2, and all reasonable out-of-pocket costs and expenses

(including Attorney Costs and any Taxes) incurred by any Agent and each Lender after an Event of Default in connection with the collection of the Obligations or the enforcement of this Agreement the other Loan Documents or any such other documents or during any workout, restructuring, or negotiations in respect thereof; provided however, that the Loan Parties shall not be liable for any stamp, documentary, recording, filing or similar Taxes that are Other Connection Taxes imposed with respect to an assignment of the Loans and Commitments (other than an assignment at the request of a Loan Party). In addition, each Loan Party shall pay, and shall save and hold harmless each Agent and the Lenders from all liability for, any fees of Loan Parties' auditors in connection with any reasonable exercise by such Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.5 will survive repayment of the Loans, cancellation of the Notes and termination of this Agreement.

Section 15.6 Assignments; Participations.

15.6.1 Assignments.

(a) Any Lender may at any time assign to one or more Persons (any such Person, an "Assignee") all or any portion of that Lender's Loans and Commitments, with the prior written consent of Administrative Agent and, other than for any assignment to an Eligible Assignee and so long as no Event of Default exists, Borrower Representative (which consent of Borrower Representative may not be unreasonably withheld or delayed). Except as Administrative Agent otherwise agrees, any such assignment must be in a minimum aggregate amount equal to U.S.$1,000,000 (which minimum will be U.S.$500,000 if the assignment is to an Affiliate of the assigning Lender) or, if less, the remaining Commitment and Loans held by the assigning Lender. Borrowers and Administrative Agent will be entitled to continue to deal solely and directly with the assigning Lender in connection with the interests so assigned to an Assignee until Administrative Agent has received and accepted an effective assignment agreement in substantially the form of Exhibit J (an "Assignment Agreement") executed, delivered, and fully completed by the applicable parties thereto and a processing fee of U.S.$3,500. For so long as no Default or Event of Default shall have occurred and is continuing at the time of such assignment, the Borrowers shall not be required to pay to any assignee Lender amounts pursuant to Section 7.6 in excess of the amounts that the Borrowers would have been obligated to pay to the assigning Lender if the assigning Lender had not assigned such Loan to such assignee, unless the circumstances giving rise to such excess payment result from a Change in Law after the date of such assignment. Any attempted assignment not made in accordance with this Section 15.6.1 will be treated as the sale of a participation under Section 15.6.2.

(b) From and after the date on which the conditions described above have been met, (i) the Assignee will be deemed automatically to have become a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to that Assignee pursuant to the Assignment Agreement, will have the rights and obligations of a Lender under this Agreement, and (ii) the assigning Lender, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to that Assignment Agreement, will be released from its rights (other than its indemnification rights) and obligations under this Agreement. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning

Lender) one or more Notes in accordance with Section 3.1 to reflect the amounts assigned to that Assignee and the amounts, if any, retained by the assigning Lender. Each such Note will be dated the effective date of the applicable assignment. Upon receipt by Administrative Agent of any such Note, the assigning Lender shall return to Borrower Representative any applicable prior Note held by it.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of that Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 15.6.1 will not apply to any such pledge or assignment of a security interest. No such pledge or assignment of a security interest will release a Lender from any of its obligations under this Agreement or substitute any such pledgee or assignee for that Lender as a party to this Agreement

15.6.2 Participations. Any Lender may at any time sell to one or more Persons participating interests in its Loans, Commitments or other interests under this Agreement (any such Person, a "Participant"), but solely to the extent that such Participant is not a Loan Party or an Affiliate of a Loan Party. In the event of a sale by a Lender of a participating interest to a Participant (a) that Lender's obligations under this Agreement will remain unchanged for all purposes, (b) Borrowers and Administrative Agent shall continue to deal solely and directly with that Lender in connection with that Lender's rights and obligations under this Agreement, and (c) all amounts payable by Borrowers will be determined as if that Lender had not sold that participation and will be paid directly to that Lender. No Participant will have any direct or indirect voting rights under this Agreement except with respect to any event described in Section 15.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which that Lender enters into with any Participant. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant will be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, but that right of set-off is subject to the obligation of each Participant to share with the Lenders, and the Lenders shall share with each Participant, as provided in Section 7.5. Participant shall be entitled to the benefits of Section 7.6 or 8 to the same extent as if it were a Lender (but no Participant will be entitled to any greater compensation pursuant to Section 7.6 and 8 than would have been paid to the participating Lender on the date of participation if no participation had been sold), and each Participant must comply with Section 7.6.4 as if it were an Assignee.

Section 15.7 Register. (a) Administrative Agent shall maintain, and deliver a copy to Borrower Representative upon written request, a copy of each Assignment Agreement delivered and accepted by it and register (the "Register") for the recordation of names and addresses of the Lenders and the Commitment of, and principal amount of (and stated interest on) the Loans owing to, each Lender from time to time and whether that Lender is the original Lender or the Assignee. No assignment will be effective unless and until the Assignment Agreement is accepted and registered in the Register. All records of transfer of a Lender's interest in the Register will be conclusive, absent manifest error, as to the ownership of the interests in the

Loans. Administrative Agent will not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register. It is the parties' intention that the Loans and Commitments be treated as registered obligations and in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, and that the right, title, and interest of the Lenders in and to those Loans and Commitments be transferable only in accordance with the terms of this Agreement.

(b) Each Lender that sells a participation to a Participant shall, acting solely for this purpose as an agent of each Borrower, maintain at one of its offices a register for the recordation of the names and addresses of each such Participant, and the Commitments of, and principal amount of (and stated interest on) the Loans owing to, such Participant (the "Participant Register"), but no Lender will be required to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans, Commitments, or its other obligations under any Loan Document) to any Person except to the extent that disclosure is required to establish that such a participation is in registered form (as described above). The entries in the Participant Register will be conclusive absent manifest error, and the applicable Lender shall treat each Person whose name is recorded in the Participant Register as the owner of that participation for all purposes of this Agreement notwithstanding any notice to the contrary.

Section 15.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 15.9 Confidentiality. As required by federal law and Administrative Agent's policies and practices, Administrative Agent may need to obtain, verify, and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services. Administrative Agent and each Lender shall use commercially reasonable efforts (equivalent to the efforts Administrative Agent or that Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to them by any Loan Party hereunder and designated as confidential, except that Administrative Agent and each Lender may disclose any information as follows: (a) to Persons employed or engaged by Administrative Agent or that Lender or that Lender's Affiliates or Approved Funds in evaluating, approving, structuring, or administering the Loans and the Commitments, (b) to any assignee or participant or potential assignee or participant that has agreed to comply with the covenant contained in this Section 15.9 (and any such assignee or participant or potential assignee or participant may disclose any such information to Persons employed or engaged by them as described in clause (a) of this Section 15.9, (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Administrative Agent or that Lender to be compelled by any court decree, subpoena, or legal or administrative order or process, but Administrative Agent or that Lender, as applicable, shall (i) use reasonable efforts to give the applicable Loan Party written notice prior to disclosing the information to the extent permitted by that requirement, request, court decree, subpoena, or legal or administrative order or process, and (ii) disclose only that portion of the confidential information as Administrative Agent or that Lender reasonably believes, or as counsel for

Administrative Agent or that Lender, as applicable, advises Administrative Agent or that Lender, that it must disclose pursuant to that requirement, (d) as Administrative Agent or that Lender reasonably believes, or on the advice of Administrative Agent's or that Lender's counsel, is required by law, (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Administrative Agent or that Lender is a party, (f) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to that Lender, (g) to that Lender's independent auditors and other professional advisors as to which that information has been identified as confidential, or (h) if that information ceases to be confidential through no fault of Administrative Agent or any Lender. Notwithstanding the foregoing, Borrowers consent to the publication by Administrative Agent or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, and Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. If any provision of any confidentiality agreement, non-disclosure agreement, or other similar agreement between any Borrower and any Lender conflicts with or contradicts this Section 15.9 with respect to the treatment of confidential information, then this Section 15.9 will supersede all such prior or contemporaneous agreements and understandings between the parties.

Section 15.10 Severability. Whenever possible each provision of this Agreement is to be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of that prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Agreement. All obligations of the Loan Parties and rights of the Agents and the Lenders, in each case, expressed in this Agreement or in any other Loan Document are in addition to, and not in limitation of, those provided by applicable law.

Section 15.11 Nature of Remedies. All Obligations of the Loan Parties and rights of Agents and the Lenders expressed in this Agreement or in any other Loan Document are in addition to and not in limitation of those provided by applicable law. No failure to exercise, and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15.12 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties to this Agreement and supersedes all prior or contemporaneous agreements and understandings of all such Persons, verbal or written, relating to the subject matter hereof and thereof (except as relates to the fees described in Section 5.1) and any prior arrangements made with respect to the payment by the Loan Parties of (or any indemnification for) any fees, costs, or expenses payable to or incurred (or to be incurred) by or on behalf of the Agents or the Lenders.

Section 15.13 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other

electronic transmission will constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders will be deemed to be originals.

Section 15.14 Successors and Assigns. This Agreement binds the Loan Parties, the Lenders, the Agents, and their respective successors and assigns and will inure to the benefit of the Loan Parties, the Lenders, and the Agents and the successors and assigns of the Lenders and the Agents. No other Person is or is intended to be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Loan Party may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of each Agent and each Lender.

Section 15.15 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 15.16 Customer Identification – USA Patriot Act Notice. Each Lender (each for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow that Lender to identify the Loan Parties in accordance with the Patriot Act.

Section 15.17 INDEMNIFICATION BY LOAN PARTIES. In consideration of the execution and delivery of this Agreement by the Agents and the Lenders and the agreement to extend the Commitments provided under this Agreement, each Borrower hereby agrees to indemnify, exonerate, and hold harmless each Agent, each Lender and each of the officers, directors, employees, Affiliates, agents, and Approved Funds of each Agent and each Lender (each, a "Lender Party" or "Indemnitee") from and against any and all actions, causes of action, suits, losses, liabilities, damages, and expenses, including Attorney Costs (collectively, the "Indemnified Liabilities"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of Equity Interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans; (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Substance at any property owned or leased by any Loan Party; (c) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Loan Party or the operations conducted thereon; (d) the investigation, cleanup or remediation of offsite locations at which any Loan Party or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Substances; or (e) the execution, delivery, performance, or enforcement of this Agreement or any other Loan Document by any of the Lender Parties, in each case except for any such Indemnified Liabilities arising on account of the applicable Lender Party's gross negligence or willful misconduct as determined by a final, non-appealable judgment by a court of competent jurisdiction. If and to the extent that the foregoing undertaking is unenforceable for any reason, each Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. All obligations provided for in this Section 15.17 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or any modification, release, or discharge of, any or all of the Collateral Documents and termination of this Agreement. This Section 15.17 shall not apply

with respect to Taxes other than any Taxes that represent Indemnified Liabilities arising from any non-Tax claim.

Section 15.18 Nonliability of Lenders. The relationship between Borrowers on the one hand and the Lenders and the Agents on the other hand is solely that of borrower and lender. Neither any Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and the Agents and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither any Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Each Loan Party agrees, on behalf of itself and each other Loan Party, that neither any Agent nor any Lender has any liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission, or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that those losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. No Lender Party will be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement. No Lender Party will have any liability with respect to, and each Loan Party, on behalf of itself and each other Loan Party, hereby waives, releases, and agrees not to sue for, any special, punitive, exemplary, indirect, or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Each Loan Party acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders.

Section 15.19 FORUM SELECTION AND CONSENT TO JURISDICTION.

(a) Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document (except for the Mexican Loan Documents, which shall be governed under their own terms), will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court of the Southern District of New York. Each party hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court of the Southern District of New York for the purpose of any such litigation as set forth above and waives any right to any other jurisdiction to which each such party may be entitled to by reason of their present or future domicile or otherwise.

(b) Each Mexican Loan Party hereby irrevocably designated and appoints (i) IT Global Holding LLC (the "Process Agent"), with an office on the date hereof at 222 Urban Towers, Suite 1650 E, Irving, TX 75039 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any

court referred to in clause (a); and (ii) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by Applicable Law, the enforcement of any judgment based thereon. Each Mexican Loan Party shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Mexican Loan Party shall, by an instrument reasonably satisfactory to the Administrative Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Administrative Agent. Each Mexican Loan Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(c) Each Loan Party further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Loan Party hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

Section 15.20 WAIVER OF JURY TRIAL. **EACH LOAN PARTY, EACH AGENT, AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, AND ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MIGHT IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY**.

Section 15.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-in Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of

ownership in that EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE XVI

JOINT AND SEVERAL LIABILITY

Section 16.1 Joint and Several Liability

16.1.1 Each Loan Party and each Person comprising a Loan Party hereby acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements, and other terms contained in this Agreement are applicable to and binding upon each Person comprising a Loan Party unless expressly otherwise stated in this Agreement.

16.1.2 Each Loan Party is jointly and severally liable for all of the Obligations of each other Loan Party, regardless of which Loan Party actually receives the proceeds or other benefits of the Loans or other extensions of credit under this Agreement or the manner in which Loan Parties, any Agent, or any Lender accounts therefor in their respective books and records.

16.1.3 Each Loan Party acknowledges that it shall enjoy significant benefits from the business conducted by each other Loan Party because of, *inter alia*, their combined ability to bargain with other Persons including without limitation their ability to receive the Loans and other credit extensions under this Agreement and the other Loan Documents which would not have been available to any Loan Party acting alone. Each Loan Party has determined that it is in its best interest to procure the credit facilities contemplated under this Agreement, with the credit support of each other Loan Party as contemplated by this Agreement and the other Loan Documents.

16.1.4 Each of the Agents and the Lenders have advised each Loan Party that it is unwilling to enter into this Agreement and the other Loan Documents and make available the credit facilities extended hereby or thereby to any Loan Party unless each Loan Party agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Loan Party. Each Loan Party has determined that it is in its best interest and in pursuit of its purposes that it so induce the Lenders to extend credit pursuant to this Agreement and the other documents executed in connection with this Agreement (a) because of the desirability to each Loan Party of the credit facilities under this Agreement and the interest rates and the modes of borrowing available under this Agreement and under those other documents; (b) because each Loan Party might engage in transactions jointly with other Loan Parties; and (c) because each Loan Party might require, from time to time, access to funds under this Agreement for the purposes set forth in this Agreement. Each Loan Party, individually, expressly understands, agrees, and acknowledges that the credit facilities contemplated under

this Agreement would not be made available on the terms of this Agreement in the absence of the collective credit of all the Loan Parties, and the joint and several liability of all the Loan Parties. Accordingly, each Loan Party acknowledges that the benefit of the accommodations made under this Agreement to the Loan Parties, as a whole, constitutes reasonably equivalent value, regardless of the amount of the indebtedness actually borrowed by, advanced to, or the amount of credit provided to, or the amount of collateral provided by, any one Loan Party.

16.1.5 To the extent that applicable law otherwise would render the full amount of the joint and several obligations of any Loan Party under this Agreement and under the other Loan Documents invalid or unenforceable, such Person's obligations under this Agreement and under the other Loan Documents shall be limited to the maximum amount that does not result in any such invalidity or unenforceability, but each Loan Party's obligations under this Agreement and under the other Loan Documents shall be presumptively valid and enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 16 were not a part of this Agreement.

16.1.6 To the extent that any Loan Party makes a payment under this Section 16 of all or any of the Obligations (a "Joint Liability Payment") that, taking into account all other Joint Liability Payments then previously or concurrently made by any other Loan Party, exceeds the amount that Loan Party would otherwise have paid if each Loan Party had paid the aggregate Obligations satisfied by those Joint Liability Payments in the same proportion that such Person's Allocable Amount (as determined immediately prior to those Joint Liability Payments) bore to the aggregate Allocable Amounts of each Loan Party as determined immediately prior to the making of those Joint Liability Payments, then, following payment in full in cash of the Obligations (other than contingent indemnification Obligations not then asserted) and the termination of the Commitments, that Loan Party shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Party for the amount of that excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to the applicable Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Loan Party is equal to the maximum amount of the claim that could then be recovered from that Loan Party under this Section 16 without rendering that claim voidable or avoidable under § 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

16.1.7 Each Loan Party assumes responsibility for keeping itself informed of the financial condition of each other Loan Party, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of each other Loan Party's Obligations, and of all other circumstances bearing upon the risk of nonpayment by each other Loan Party of its Obligations, and each Loan Party agrees that neither any Agent nor any Lender has or shall have any duty to advise that Loan Party of information known to any Agent or any Lender regarding any such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If any Agent or any Lender, in its discretion, undertakes at any time or from time to time to provide any such information to a Loan Party, neither any Agent nor any Lender shall be under any obligation to update any such information or to provide any such information to that Loan Party or any other Person on any subsequent occasion.

16.1.8 Subject to Section 15.1, Administrative Agent upon written direction from the Required Lenders is hereby authorized to, at any time and from time to time, to do any and all of the following: (a) in accordance with the terms of this Agreement, renew, extend, accelerate, or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Loan Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Loan Party and delivered to Administrative Agent or any Lender; (b) accept partial payments on an Obligation incurred by any Loan Party; (c) take and hold security or collateral for the payment of an Obligation incurred by any Loan Party under this Agreement or for the payment of any guaranties of an Obligation incurred by any Loan Party or other liabilities of any Loan Party and exchange, enforce, waive, and release any such security or collateral; (d) in accordance with the terms of the Loan Documents, apply any such security or collateral and direct the order or manner of sale thereof; and (e) with the prior consent of the Lenders, settle, release, compromise, collect, or otherwise liquidate an Obligation incurred by any Loan Party and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Loan Party. In accordance with the terms of this Agreement, Administrative Agent has the exclusive right to determine the time and manner of application of any payments or credits, whether received from a Borrower or any other source, and any such determination shall be binding on each Loan Party. In accordance with the terms of this Agreement, all such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Loan Party as Administrative Agent determines in its discretion without affecting the validity or enforceability of the Obligations of any other Loan Party. Nothing in this Section 16.1.8 modifies any right of any Loan Party or any Lender to consent to any amendment or modification of this Agreement or the other Loan Documents in accordance with the terms hereof or thereof.

16.1.9 Each Loan Party hereby agrees that, except as otherwise expressly provided in this Agreement, its obligations under this Agreement are and shall be unconditional, irrespective of (a) the absence of any attempt to collect an Obligation incurred by any Loan Party from any Loan Party or any guarantor or other action to enforce the same; (b) failure by Collateral Agent or Lenders, as applicable, to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Loan Party; (c) any Insolvency Proceeding by or against any Loan Party, or any Agent's or any Lender's election in any such proceeding of the application of § 1111(b)(2) of the Bankruptcy Code; (d) any borrowing or grant of a security interest by any Loan Party as debtor-in-possession under § 364 of the Bankruptcy Code; (e) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of any Agent's or any Lender's claim(s) for repayment of any of an Obligation incurred by any Loan Party; or (f) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor unless that legal or equitable discharge or defense is that of a Loan Party in its capacity as a Loan Party.

16.1.10 Any notice given by Borrower Representative under this Agreement shall constitute and be deemed to be notice given by all Loan Parties, jointly and severally. Notice given by any Agent or any Lender to Borrower Representative under this Agreement or pursuant to any other Loan Documents in accordance with the terms of this Agreement or of any applicable other Loan Document shall constitute notice to each Loan Party. The knowledge of

any Loan Party shall be imputed to all Loan Parties and any consent by Borrower Representative or any Loan Party shall constitute the consent of, and shall bind, all Loan Parties.

16.1.11 This Section 16 is intended only to define the relative rights of Loan Parties and nothing set forth in this Section 16 is intended to or shall impair the obligations of Loan Parties, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 16 limits the liability of any Loan Party to pay the credit facilities made directly or indirectly to that Loan Party and accrued interest, fees, and expenses with respect thereto for which that Loan Party is primarily liable.

16.1.12 The parties to this Agreement acknowledge that the rights of contribution and indemnification under this Section 16 constitute assets of each Loan Party to which any such contribution and indemnification is owing. The rights of any indemnifying Loan Party against the other Loan Parties under this Section 16 shall be exercisable upon the full and payment of the Obligations, and the termination of the Commitments.

16.1.13 No payment made by or for the account of a Loan Party, including, without limitation, (a) a payment made by that Loan Party on behalf of an Obligation of another Loan Party, or (b) a payment made by any other Person under any guaranty, shall entitle that Loan Party, by subrogation or otherwise, to any payment from that other Loan Party or from or out of property of that other Loan Party and that Loan Party shall not exercise any right or remedy against that other Loan Party or any property of that other Loan Party by reason of any performance of that Loan Party of its joint and several obligations hereunder, until, in each case, the termination of the Commitments, the expiration, termination, or Cash Collateralization of all Letters of Credit, and Payment in Full of all Obligations (other than contingent indemnification Obligations not then asserted).

ARTICLE XVII

APPOINTMENT OF BORROWER REPRESENTATIVE

17.1.1 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents) from the Lenders in the name or on behalf of that Loan Party. Administrative Agent may disburse those proceeds to the bank account of Borrower Representative (or any other Borrower) without notice to any other Borrower or any other Loan Party.

17.1.2 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes the Borrower Representative as its agent to (a) receive statements of account and all other notices from Administrative Agent with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (b) execute and deliver Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Loan Party under this Agreement or the

other Loan Documents; and (c) otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents.

17.1.3 The authorizations contained in this Section 17 are coupled with an interest and are irrevocable until Payment in Full or a change pursuant to Section 17, and Administrative Agent may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower or other Loan Party as if the same were supplied, made or taken by that Borrower or Loan Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Loan Parties to join in the execution of any writing in connection with this Agreement will not relieve any Borrower or other Loan Party from obligations in respect of that writing.

17.1.4 No purported termination of or change in the appointment of Borrower Representative as agent will be effective without the prior written consent of Administrative Agent.

ARTICLE XVIII

CONVERSION RIGHTS

Section 18.1 Conversion on the Maturity Date. Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on any date beginning on December 15, 2022 (a "Maturity Conversion Date"). In order to exercise its conversion rights under this Section 18.1, a Lender must provide written notice (a "Maturity Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the Maturity Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.1.

Section 18.2 Early Conversion.

18.2.1 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares immediately after the closing time of the Applicable Follow-On Offering (the "Offering Conversion Date"). The Company shall provide written notice to the Lenders of the Offering Conversion Date on or prior to the second Business Day immediately preceding such date. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Offering Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Offering Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

18.2.2 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares

on any date Ultimate Holdings specifies as an Optional Conversion Date with respect to all Lenders. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Optional Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Optional Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

Section 18.3 Limitation on Delivery of Conversion Payment Shares. Notwithstanding anything contained herein to the contrary, (a) the aggregate number of Conversion Payment Shares issued pursuant to Section 18.1 and 18.2 shall be limited to the Conversion Cap, with a *pro rata* portion (based on the portion of the aggregate Outstanding Obligations due to such Lender) of such Conversion Cap being applicable to each converting Lender on a Maturity Conversion Date, for purposes of Section 18.1, the Offering Conversion Date, for purposes of Section 18.2.1, or the Optional Conversion Date, for purposes of Section 18.2.2, and any portion of the Conversion Cap not utilized on the Applicable Conversion Date by non-converting Lenders shall be re-allocated *pro rata* among the converting Lenders, (b) no Conversion Payment Shares shall be issued to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant if such issuance would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market and (c) no Conversion Payment Shares shall be issued to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange), and, in each case, the portion of the Outstanding Obligations with respect to which Conversion Payment Shares cannot be delivered shall be deemed to not have been converted; provided, that the foregoing limitations in clauses (a), (b) and (c) shall not apply to the extent that Ultimate Holdings receives the Requisite Shareholder Approval.

Section 18.4 Conversions Generally. Upon a Converting Lender's receipt of the Conversion Payment Shares required to be delivered to such Converting Lender under Section 18.1 or Section 18.2, the Outstanding Obligations owed to such Converting Lender that have been converted shall be deemed to have Paid in Full.

Section 18.5 Mergers. Notwithstanding anything to the contrary herein, Ultimate Holdings may not consummate any (i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination), (ii) any consolidation, merger or combination or similar transaction involving Ultimate Holdings, (iii) any sale, lease or other transfer to a third party of the consolidated assets of Ultimate Holdings and Ultimate Holdings' Subsidiaries substantially as an entirety, or (iv) any statutory share exchange (any such event, a "Merger Event") unless the resulting, surviving or transferee Person (the "Successor Company"), if not Ultimate Holdings, shall expressly assume all of the obligations of Ultimate Holdings under this Article XVIII; provided, however, that nothing in this Section 18.5 shall be construed to permit any event or transaction otherwise prohibited under this Agreement.

Section 18.6 Effect of Recapitalizations, Reclassifications and Changes of the Common Stock.

18.6.1 In the case of: any Merger Event as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof), at and after the effective time of such Merger Event, (a) the right to convert Outstanding Obligations in Conversion Payment Shares shall be changed into a right to convert such Outstanding Obligations into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that holders of shares of Common Stock are entitled to receive (the "Reference Property," with each "unit of Reference Property" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and (b) unless context requires otherwise, all references to "Common Stock" hereunder shall be deemed references to the Reference Property. At and after the effective time of any such Merger Event, any shares of Common Stock that Ultimate Holdings would have been required to deliver upon conversion of the Outstanding Obligations under Article XVIII shall instead be deliverable in Reference Property.

18.6.2 If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then (i) the Reference Property into which the Outstanding Obligations will be convertible shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of Common Stock, and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock.

18.6.3 If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets of a Person other than Ultimate Holdings or the successor or purchasing corporation (excluding, for the avoidance of doubt, cash paid by such surviving company, successor or purchaser corporation, as the case may be, in such Merger Event), then such other Person shall execute such documentation with respect to the conversion of Outstanding Obligations as the Lenders and Ultimate Holdings in good faith determine to be commercially reasonable. The definitive agreement with respect to any Merger Event shall include such additional provisions as are reasonably necessary to protect the conversion rights of the Lenders under this Article XVIII.

18.6.4 If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is a Public Issuer, such Successor Issuer shall grant to each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted to any other Person in connection with such Merger Event. If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is not a Public Issuer, such Successor Issuer shall grant each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted in connection with such Merger Event to any other holder of the shares; provided that in no event shall such registration rights be less favorable to any Lender than the registration rights set forth in any Registration Rights Agreement then in effect. Following the consummation of any Merger Event in which Ultimate Holdings is not the Successor Issuer, all references in this Article XVIII to Ultimate Holdings shall be deemed replaced with references to the Successor Issuer.

18.6.5 Ultimate Holdings shall provide written notice of any Merger Event to the Lenders as promptly as practicable after the public announcement thereof.

18.6.6 Ultimate Holdings shall not become a party to any Merger Event unless its terms are consistent with this Section 18.6 and this Section 18.6 shall similarly apply to successive Merger Events.

Section 18.7 Delivery of Conversion Payment Shares. Ultimate Holdings shall deliver any Conversion Payment Shares required to be delivered to a Lender under this Article XVIII no later than the second Business Day immediately following the Applicable Conversion Date. The Conversion Payment Shares will be issued in book-entry form and issued and delivered to the transfer agent for Ultimate Holdings and identified by restricted legends identifying the Conversion Payment Shares as restricted securities. A Converting Lender shall be deemed to be the holder of record of such Conversion Payment Shares as of 5:00 p.m. (New York City time) on the date the Conversion Payment Shares are issued and delivered to the Converting Lender.

Section 18.8 Reservation of Shares; Listing. Ultimate Holdings shall, as of the applicable Closing Date, authorize and reserve 2,098,545 shares of Common Stock for issuance upon conversion of Outstanding Obligations as Conversion Payment Shares and shall at all times keep reserved a sufficient number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations (after taking into account the Conversion Cap, to the extent then applicable) based on an Applicable Price determined as if the last calendar day of the preceding calendar quarter was an Applicable Conversion Date. No later than the Business Day immediately following any Applicable Conversion Date, Ultimate Holdings shall take all action necessary, including amending its governing documents, to authorize and reserve sufficient Conversion Payment Shares such that (a) all Conversion Payment Shares required to be delivered by Ultimate Holdings in connection with such Applicable Conversion Date (1) shall be duly and validly authorized, reserved and available for issuance on or prior to the date such Conversion Payment Shares are delivered to any Converting Lender in accordance with Section 18.4 and (2) shall, upon issuance, be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable securities laws and (b) the issuance of such Conversion Payment Shares shall not be subject to any preemptive or similar rights. On or prior to the applicable Closing Date, Ultimate Holdings shall provide notice to the Nasdaq Capital Market with respect to the listing of a number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations (after taking into account the Conversion Cap, to the extent then applicable). Ultimate Holdings shall use its best efforts to effect and maintain the listing on a Permitted Exchange of its Common Stock.

Section 18.9 Calculations. Ultimate Holdings and any Converting Lenders shall, acting in good faith and in a commercially reasonable manner, jointly determine the number of Conversion Payment Shares with respect to any Conversion; provided that if Ultimate Holdings and such Converting Lenders cannot promptly agree on the number of Conversion Payment Shares with respect to such Conversion then they shall use their good faith efforts to jointly appoint a Calculation Agent to determine such number with respect to such Conversion; provided, further, that any failure to agree or related delay in the calculation of the number of Conversion Payment Shares shall extend the time provided for delivery of the any disputed number of Conversion Payment Shares (but, for the avoidance of doubt, not the number of

Conversion Payment Shares not in dispute) until the second Business Day following the determination of the calculation as provided in this Section 18.9, and such extension or delay in payment with respect to the disputed portion of Conversion Payment Shares shall not be deemed a breach of any provision of this Agreement. If Ultimate Holdings and any Converting Lenders are not able to promptly agree on a Calculation Agent with respect to a Conversion, then Ultimate Holdings shall appoint one Calculation Agent and the Converting Lenders shall appoint a second Calculation Agent and such appointed Calculation Agents shall each promptly determine the number of Conversion Payment Shares for such Conversion and the Conversion Payment Shares for such Conversion shall be deemed to be the average of the amounts determined by such Calculation Agents or, if only one Calculation Agent provides a determination of the Conversion Payment Shares prior to the date Conversion Payment Shares are required to be delivered in connection with the relevant Conversion, the number of Conversion Payment Shares determined by such Calculation Agent. Any determination of the Conversion Payment Shares pursuant to the terms of this Section 18.9 shall be final absent manifest error. All calculations under this Article XVIII shall be rounded to the nearest $1/10{,}000^{th}$, with 0.00005 rounded up to 0.0001; provided that the number of Conversion Payment Shares to be delivered to any Converting Lender shall be rounded up the nearest whole number.

Section 18.10 Conversion Information. Ultimate Holdings shall use commercially reasonable efforts to promptly provide any information to any Lender, or any Calculation Agent for purposes of Section 18.9, that such Lender or Calculation Agent determines in good faith to be reasonably necessary to make any calculations under this Article XVIII.

Section 18.11 Taxes. Ultimate Holdings shall pay any and all transfer, stamp and similar Taxes imposed by, or levied by or on behalf of, any governmental authority or agency having the power to tax that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Converting Lender in connection with any Conversion. For the avoidance of doubt, Ultimate Holdings shall not be responsible for any such transfer, stamp and similar Taxes that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Person that is not the Converting Lender, including any nominee, assignee or transferee of the Converting Lender, if such Taxes would not have been imposed or be payable had the Conversion Payment Shares been issued in the name of the Converting Lender.

Section 18.12 Peso Loans. Conversions of Outstanding Obligations hereunder shall be made by reference to the Dollar amount thereof. In the case of any Outstanding Obligations denominated in Pesos, the Dollar amount thereof shall be determined by reference to the Conversion Rate as of the relevant Applicable Conversion Date.

Section 18.13 Additional Definitions. When used in this Article XVIII, the following terms shall have the following meanings:

"Applicable Conversion Date" means, (a) with respect to a conversion by a Lender under Section 18.1, the date such Lender delivered a Maturity Conversion Notice to Ultimate Holdings, (b) with respect to a conversion by a Lender under Section 18.2.1, if the Lender delivered an Offering Conversion Notice to Ultimate Holdings, then the Offering Conversion Date and (c) with respect to a conversion by a Lender under Section 18.2.2, if the

Lender delivered an Optional Conversion Notice to Ultimate Holdings, then the applicable Optional Conversion Date.

"Applicable Exchange" means, at any time, the principal United States exchange on which the Common Stock is then listed.

"Applicable Follow-On Offering" means the first underwritten public offering of Common Stock following the initial Closing Date.

"Applicable Follow-On Price" means the price per share of Common Stock paid by the purchasers in the Applicable Follow-On Offering.

"Applicable Price" means, with respect to an Applicable Conversion Date, the Market Value; provided, however, that if the Outstanding Obligations are being converted under Section 18.2.1, then the "Applicable Price" with respect to a Conversion under Section 18.2.1 shall be the "Applicable Follow-On Price," provided that Ultimate Holdings has received from the Applicable Exchange an interpretation of the applicable listing standards of the Applicable Exchange indicating that conversion at the Applicable Follow-On Price would not require shareholder approval (and Ultimate Holdings shall seek such interpretation as promptly as is commercially reasonable after the initial Closing Date); and provided further that notwithstanding anything to the contrary, a Converting Lender and Ultimate Holdings may agree in writing to use any Applicable Price with respect to any Conversion by such Converting Lender, subject to compliance with any Requirement of Law, including the rules and regulations of the Applicable Exchange. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, the Applicable Price will be with respect to one unit of Reference Property.

"Calculation Agent" means a leading international financial institution that is not an Affiliate of Ultimate Holdings or any Lender.

"Common Stock" means Class A Common Stock, $0.0001 par value per share, of Ultimate Holdings.

"Conversion" means the exercise of a conversion right under Section 18.1 or Section 18.2 by any Lender.

"Conversion Cap" means 2,098,545 shares of Common Stock.

"Conversion Payment Shares" means, with respect to any Conversion by a Lender, a number of shares of Common Stock equal to the portion of such Lender's Outstanding Obligations being converted divided by the Applicable Price with respect to the relevant Applicable Conversion Date. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, each Conversion Payment Share will be deemed replaced with one unit of Reference Property.

"Converting Lender" means, with respect to any conversion of Outstanding Obligations, the Lender that has elected to convert under Section 18.1 or Section 18.2.

"Market Disruption Event" means (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts traded on any U.S. exchange relating to the Common Stock.

"Market Value" means the consolidated closing bid price of one share of Common Stock as of 4:00 p.m., New York City time, on the Trading Day immediately preceding the Applicable Conversion Date, as provided by the Nasdaq representative for Ultimate Holdings at the Nasdaq Market Intelligence Desk (or such similar definition of the Applicable Exchange).

"Optional Conversion Date" means, with respect to a Lender, the date specified as such for purposes of Section 18.2 by Ultimate Holdings in a written notice to such Lender.

"Outstanding Obligations" means the then-outstanding aggregate principal amounts of the Loans (including any interest previously capitalized and added to principal), together with any accrued interest to, but excluding, the Applicable Conversion Date.

"Permitted Exchange" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (or any of their respective successors).

"Public Issuer" means a Successor Issuer in a Merger Event a class of whose common stock or equivalent Equity Interests is listed or admitted for trading on a Permitted Exchange.

"Requisite Shareholder Approval" means advance shareholder approval with respect to the issuance of Conversion Payment Shares upon conversion of the Outstanding Obligations (a) in excess of the limitations imposed by the Conversion Cap, (b) to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant for issuances that would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market or (c) to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange); provided, however, that the applicable Requisite Shareholder Approval will be deemed to be obtained if, due to (A) any amendment or binding change in the interpretation of the applicable listing standards of the Applicable Exchange or (B) the receipt by Ultimate Holdings from the Applicable Exchange of an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of all Outstanding Obligations.

"Scheduled Trading Day" means any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities

exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "Scheduled Trading Day" means a Business Day.

"Successor Issuer" means a Person who is a successor of Ultimate Holdings or a Person who issues common stock or equivalent Equity Interests in any Merger Event in which the shares of the Common Stock are converted into or exchanged for, in whole or in part, common stock or equivalent Equity Interests of such Person.

"Trading Day" means any day on which (A) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (B) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

[SIGNATURE PAGES FOLLOW]

The parties are signing this Credit Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),
a Delaware corporation

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE, LLC.,
a Delaware limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

IT GLOBAL HOLDING LLC,
a Delaware limited liability company

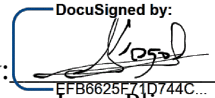
By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

AN GLOBAL LLC,
a Delaware limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

GUARANTORS:

QMX INVESTMENT HOLDINGS USA, INC.,
a Delaware corporation

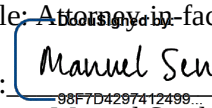
By: 

Name: Jorge Pliego
Title: Treasurer

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: 

Name: Jorge Pliego
Title: Attorney-in-fact

By: 

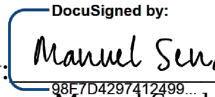
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware corporation

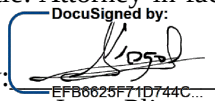
By: 

Name: Jorge Pliego
Title: Chief Financial Officer

FACULTAS ANALYTICS, S.A.P.I. DE C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: 

Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: 

Name: Jorge Pliego
Title: Attorney-in-fact

GUARANTORS:

FAKTOS INC, S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: _____
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: _____
Name: Jorge Pliego
Title: Attorney-in-fact

CUARTO ORIGEN, S. DE R.L. DE C.V.,
a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico

By: _____
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: _____
Name: Jorge Pliego
Title: Attorney-in-fact

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company

By: _____
Name: Jorge Pliego
Title: Chief Financial Officer

AGS ALPAMA GLOBAL SERVICES MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: _____
Name: Jorge Pliego
Title: Attorney-in-fact

By: _____
Name: Manuel Senderos
Title: Attorney-in-fact

GUARANTORS:

ENTREPIDS TECHNOLOGY INC.,
a Delaware corporation

DocuSigned by:
By: _____
EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

ENTREPIDS MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos Fernandez
Title:

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company

By: QMX INVESTMENT HOLDINGS USA, INC., Member

DocuSigned by:
By: _____
EFB6625F71D744C...
Name: Jorge Pliego Seguin
Title: Treasurer

AN UX, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: _____
EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

GUARANTORS:

AN EVOLUTION, S. DE R.L. DE C.V.,
a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico

By: _____
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: _____
Name: Jorge Pliego
Title: Attorney-in-fact

AN DATA INTELLIGENCE, S.A. de C.V.,
a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: _____
Name: Jorge Pliego
Title: Attorney-in-fact

By: _____
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

ANZEN SOLUCIONES, S.A. de C.V.,
a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: _____
Name: Jorge Pliego
Title: Attorney-in-fact

By: _____
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

AN USA, a California corporation

By: _____
Name: Jorge Pliego
Title: Chief Financial Officer

GUARANTORS:

AGILETHOUGHT SERVICIOS MÉXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

DocuSigned by:
By:
EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By:
EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

AGILETHOUGHT LLC,
a Florida limited liability company

DocuSigned by:
By:
EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney in fact

By:_____
Name: Manuel Ramos
Title: Attorney in fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney in fact

By:_____
Name: Manuel Ramos
Title: Attorney in fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

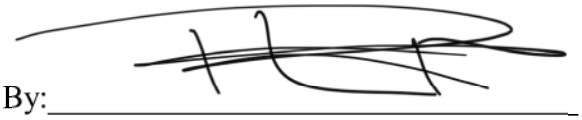
NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

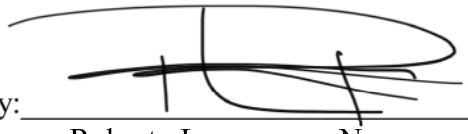
By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact



By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact



By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

LENDERS:

MANUEL SENDEROS FERNANDEZ

By: DocuSigned by: Manuel Senderos 98F7D4297412498...

MAURICIO GARDUÑO GONZALEZ

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...

ADMINISTRATIVE AGENT:

GLAS USA LLC,

as Administrative Agent

By: _____

Name: LISHA JOHN

Title: VICE PRESIDENT

COLLATERAL AGENT:

GLAS AMERICAS LLC,

as Collateral Agent

By: _____

Name: LISHA JOHN

Title: VICE PRESIDENT

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name:
Title:

ANNEX A

LENDERS AND COMMITMENTS

Tranche A-1 Commitment

Tranche A-1 Lender	Tranche A-1 Commitment
BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8	U.S.$3,000,000
Total	U.S.$3,000,000

Tranche A-2 Commitment

Tranche A-2 Lender	Tranche A-2 Commitment
BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6	MXN$120,000,000
Total	MXN$120,000,000

Tranche B-1 Commitment

Tranche B-1 Lender	Tranche B-1 Commitment
NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.	the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date
Total	the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date

Tranche B-2 Commitment

Tranche B-2 Lender	Tranche B-2 Commitment
BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183	MXN$78,446,203
Total	MXN$78,446,203

Tranche C Commitment

Tranche C Lender	Tranche C Commitment
MANUEL SENDEROS FERNANDEZ	U.S.$4,000,000.00
Total	U.S.$4,000,000.00

Tranche D Commitment

Tranche D Lender	Tranche D Commitment
MAURICIO GARDUÑO GONZALEZ	U.S.$500,000.00
Total	U.S.$500,000.00

ANNEX B

ADDRESSES FOR NOTICES

If to Administrative Agent or the Collateral Agent:	GLAS USA LLC or GLAS AMERICAS LLC 3 Second Street, Suite 206 Jersey City, NJ 07311 Fax: 212-202-6246 Email: ClientServices.Americas@glas.agency; tmgus@glas.agency Attn: Administrator for AgileThought Inc.
If to a Loan Party or Borrower Representative:	222 Urban Towers Suite 1650 E Irving, TX 75039 Tel: +1 760-410-1214 Fax: +1 760-437-3515 Email: jorge.pliego@agilethought.com ana.hernandez@agilethought.com Attention: Ana Hernández; Jorge Pliego

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

To: Each Lender and Administrative Agent

Please refer to the Credit Agreement dated as of November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought México" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings" , and together with Ultimate Holdings, the "Holding Companies"), the other Loan Parties party thereto (collectively with the Borrowers and Intermediate Holdings, the "Loan Parties" and each individually, a "Loan Party"), the financial institutions party thereto (the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, "Administrative Agent") and GLAS Americas LLC, a limited liability company organized and existing under the laws of the State of New York, as collateral agent (in such capacity, the "Collateral Agent"). Capitalized terms used but not otherwise defined in this Compliance Certificate are used in this Compliance Certificate as defined in the Credit Agreement.

This Compliance Certificate is being delivered pursuant to Section 10.1.3 of the Credit Agreement. The undersigned, in his or her capacity as a Senior Officer of the Borrower Representative (and not in his or her personal capacity), hereby certifies as follows:

I. Reports. Enclosed with this Compliance Certificate is a copy of the **[annual audit report][monthly statement]** of the Consolidated Group as at _____, ____ (the "Computation Date") required pursuant to Section **[10.1.1] [10.1.2]** of the Credit Agreement, which report fairly presents in all material respects the financial condition and results of operations (subject, in the case of such unaudited statements, to the absence of footnotes and to normal year-end adjustments) of the Consolidated Group as of the Computation Date and has been prepared in accordance with GAAP consistently applied, together with:

[FOR DELIVERY OF ANNUAL FINANCIAL STATEMENTS:

(a) a consolidated balance sheet and statements of earnings and cash flows of the Consolidated Group as of the end of that Fiscal Year; and

[FOR DELIVERY OF INTERIM FINANCIAL STATEMENTS:

(a) consolidated balance sheet, statements of earnings and cash flows as of that month and for the period beginning with the first day of such Fiscal Year and ending on the last day of that month; and

(b) a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for that period of the current Fiscal Year.]

II. Financial Tests. Borrower Representative hereby certifies and warrants to you that the following is a true and correct computation in all material respects as at the Computation Date of the following ratios and/or financial restrictions and/or financial calculations contained in the Credit Agreement:

A. **EBITDA**

1.	Consolidated Net Income	U.S.$_____
2.	Interest Expense	U.S.$_____
3.	Permitted Tax Distributions made thereby during that period	U.S.$_____
4.	provisions for income and franchise Taxes payable by the Loan Parties and their Subsidiaries for such period	U.S.$_____
5.	depreciation and amortization	U.S.$_____
6.	non-cash compensation expense, or other non-cash expenses or charges, incurred thereby during such period arising from the granting of stock options, stock appreciation rights or similar equity arrangements	U.S.$_____
7.	extraordinary and non-cash non-recurring expenses, losses and charges	U.S.$_____
8.	non-recurring cash restructuring expenses in an aggregate amount not to exceed, in any period, the greater of (i) $500,000 and (ii) 7.5% of EBITDA for the most recently concluded Computation Period	U.S.$_____
9.	losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount not to exceed $1,000,000 during that period	U.S.$_____

10.	actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (i) the Credit Agreement and the other Loan Documents, and (ii) the consumption of the Specified Acquisition Transactions and the transactions contemplated by the Credit Agreement and the other Loan Documents, in an aggregate amount not to exceed U.S.$[●], but solely to the extent such fees, costs and expenses are paid within 180 days of the Closing Date	U.S.$_____
11.	extraordinary or non-recurring non-cash gains or profits[1]	U.S.$_____
12.	Sum of Line A.2. through Line A.10.[2]	U.S.$_____
13.	Line A.1. plus Line A.12.	U.S.$_____
14.	EBITDA[3] (Line A.13. minus Line A.11.)	U.S.$_____[4]

B. **Section 11.12.1 – Minimum Fixed Charge Coverage Ratio**

1.	EBITDA (Line A.14. above)[5]	U.S.$_____
2.	Permitted Tax Distributions (or other provisions for Taxes based on income) made thereby[6]	U.S.$_____

[1] To the extent included in determining Consolidated Net Income (but without duplication).

[2] In each case, to the extent such amounts were deducted in determining Consolidated Net Income for such period.

[3] If during the Computation Period, any Borrower shall have engaged in any Permitted Acquisition, EBITDA of Loan Parties and their Subsidiaries for such period shall be calculated on a pro forma basis to give effect to such Permitted Acquisition as if such Permitted Acquisition had occurred on the first day of such period.

[4] See the definition of "EBITDA" in the Credit Agreement regarding certain deemed EBITDA amounts.

[5] See the definition of "Fixed Charge Coverage Ratio" in the Credit Agreement regarding certain deemed EBITDA amounts.

[6] See the definition of "Fixed Charge Coverage Ratio" in the Credit Agreement regarding certain deemed cash taxes amounts.

(cont'd)

3.	unfinanced Capital Expenditures[7]	U.S.$_____
4.	Sum of Line B.2. and Line B.3.	U.S.$_____
5.	Line B.1. *minus* Line B.4.	U.S.$_____
6.	cash Interest Expense[8]	U.S.$_____
7.	scheduled payments of Debt (including the Loans and any earn-out payment obligations, including all Permitted Earn-out Obligations (other than the Permitted Earn-Out Obligations paid out of funds on deposit in the Segregated Account), but excluding the revolving loans under the Senior Credit Facility)[9]	U.S.$_____
8.	Sum of Line B.6. and Line B.7.	U.S.$_____
9.	Fixed Charge Coverage Ratio (ratio of Line B.5 to Line B.8.)	____ to 1
10.	Minimum required	____ to 1
11.	In compliance	**[Yes/No]**

[7] See the definition of "Fixed Charge Coverage Ratio" in the Credit Agreement regarding certain deemed unfinanced Capital Expenditure amounts.

[8] See the definition of "Fixed Charge Coverage Ratio" in the Credit Agreement regarding certain deemed cash interest Expense amounts.

[9] See the definition of "Fixed Charge Coverage Ratio" in the Credit Agreement regarding certain deemed principal payment amounts.

C. Section 11.12.2 – Maximum Total Leverage Ratio

1.	Total Debt	U.S.$_____
2.	EBITDA (from Line A.14. above)	U.S.$_____
3.	Total Leverage Ratio (ratio of Line C.1. to Line C.2.)	____ to 1
4.	Maximum allowed	____ to 1
5.	In compliance	**[Yes/No]**

III. Defaults; Events of Default. Borrower Representative further certifies to you that no Default or Event of Default has occurred and is continuing.

IV. Management Discussion. Borrower Representative further certifies that attached to this Compliance Certificate as Annex I is a written statement of the management of the Consolidated Group setting forth a discussion of the financial condition, changes in financial condition, and results of operations of the Consolidated Group.

V. Number of People Employed. Borrower Representative further certifies that attached to this Compliance Certificate as Annex II is a written statement of the management of the Consolidated Group setting forth the number of people employed on a full-time basis by the members of the Consolidated Group.

VI. Schedules. Borrower Representative further certifies that attached to this Compliance Certificate as Annex III are updated Schedule**[s] [9.8,] [9.16,] [9.17,] [9.21,] [9.22] [and] [9.26]** to the Credit Agreement

[Signature pages follow]

Borrower Representative has caused this Compliance Certificate to be executed and delivered by a Senior Officer of Borrower Representative, on behalf of the Loan Parties on _____, ____.

AN GLOBAL INC.,
as Borrower Representative on behalf of Loan Parties

By: _____
Name: _____
Title: _____

ANNEX I TO COMPLIANCE CERTIFICATE

MANAGEMENT DISCUSSION

See attached.

ANNEX II TO COMPLIANCE CERTIFICATE

SCHEDULES TO CREDIT AGREEMENT

See attached.

EXHIBIT B

FORM OF JOINDER TO CREDIT AGREEMENT

This JOINDER AGREEMENT (this "Agreement") dated as of [_____ __, 20__] is executed by the undersigned for the benefit of GLAS USA LLC, as administrative agent for itself and the Lenders (in such capacity, the "Administrative Agent") in connection with that certain Credit Agreement dated as of November 22, 2021 among the Loan Parties party thereto, the Lenders party thereto, the Administrative Agent and GLAS Americas LLC, as collateral agent (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

Each Person signatory hereto is required to execute this Agreement pursuant to Section 10.9 of the Credit Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the Obligations of a Loan Party under the Credit Agreement and agrees that such person or entity is a Loan Party and bound as a Loan Party under the terms of the Credit Agreement, as if it had been an original signatory to such agreement. In furtherance of the foregoing, such Person hereby assigns, pledges and grants to the Collateral Agent, for its benefit, the ratable benefit of the Lenders and (to the extent provided therein) their Affiliates, a security interest in all of its right, title and interest in and to the Collateral owned thereby to secure the Obligations.

2. The Schedules to the Credit Agreement are hereby amended to add the information relating to each such Person set out on the Schedules attached hereto. Each such Person hereby makes to the Administrative Agent and the Collateral Agent the representations and warranties set forth in the Credit Agreement applicable to such Person and confirms that such representations and warranties are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which case that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date) after giving effect to such amendment to such Schedules.

3. Each such Person's address for notices under the Credit Agreement shall be the address of the Loan Parties set forth in the Credit Agreement and each such Person hereby appoints the Borrower Representative as its agent to receive notices hereunder.

4. This Agreement shall be deemed to be part of, and a modification to, the Credit Agreement and shall be governed by all the terms and provisions of the Credit Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. Each such Person hereby waives notice of the Administrative Agent's and the Collateral Agent's

acceptance of this Agreement Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective delivery thereof.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[**NEW LOAN PARTY**], a [_____]
[_____]

By:_____
Name:_____
Title:_____

EXHIBIT C

FORM OF MASTER INTERCOMPANY NOTE

[●], 2021

FOR VALUE RECEIVED, each of the undersigned (each, in such capacity, a "Payor"), hereby promises to pay on demand to such other entity listed below (each, in such capacity, a "Payee" and, together with each Payor, a "Note Party"), in lawful money of the United States of America in immediately available funds, at such location in the United States of America as a Payee shall from time to time designate, the unpaid principal amount of all loans and advances (including trade payables) made by such Payee to such Payor. Each Payor promises also to pay interest on the unpaid principal amount of all such loans and advances in like money at said location from the date of such loans and advances until paid at such rate per annum as shall be agreed upon from time to time by such Payor and such Payee.

Reference is hereby made to that certain Credit Agreement dated as of November 22, 2021 (as may be from time to time amended, restated, supplemented, extended, renewed or otherwise modified, the "Credit Agreement") among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought México" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), Intermediate Holdings, each other party from time to time party thereto as a "Loan Party", the Administrative Agent, the Collateral Agent, and the financial institutions party thereto as lenders (collectively, the "Lenders").

This Master Intercompany Note (this "Note") is subject to the terms of the Credit Agreement and that certain Guaranty and Collateral Agreement (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement") to be entered into by and among the Borrowers, and each other party from time to time party thereto as a Grantor (as defined in the Guaranty and Collateral Agreement), GLAS USA LLC, as administrative agent (in such capacity, the "Administrative Agent") and GLAS Americas LLC, as collateral agent (in such capacity, the "Collateral Agent"), and shall be pledged to the Administrative Agent for the benefit of the Lenders by each Grantor pursuant to the Guaranty and Collateral Agreement to the extent required pursuant to the terms thereof. Capitalized terms used herein that are not otherwise defined herein have the meanings assigned to them in the Guaranty and Collateral Agreement and if not otherwise defined therein have the meanings assigned to them in the Credit Agreement. Each Payee hereby acknowledges and agrees that Administrative Agent, the Collateral Agent and the Lenders may exercise all rights created by and in the manner provided for in the Guaranty and Collateral Agreement with respect to this Note.

Anything in this Note to the contrary notwithstanding, the indebtedness evidenced by this Note owed by any Payor that is a Loan Party, a Subsidiary of any Loan Party, or any other guarantor with respect to any Senior Indebtedness (as defined below) to any Loan Party shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to all Obligations (as defined in the Credit Agreement) of such Payor under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), including, without limitation,

where applicable, under such Payor's guarantee of the Obligations under the Loan Documents (such Obligations and other indebtedness and obligations in connection with any renewal, refunding, restructuring or refinancing thereof, including interest thereon accruing after the commencement of any proceedings referred to in clause (i) below, whether or not such interest is an allowed claim in such proceeding, being hereinafter collectively referred to as "Senior Indebtedness"):

(i) in the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, winding-up, reorganization or other similar proceedings in connection therewith, relative to any Payor or to its creditors, as such, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution or other winding up of such Payor, whether or not involving insolvency or bankruptcy, then (x) the holders of Senior Indebtedness shall be Paid in Full (as defined in the Credit Agreement) in respect of all amounts constituting Senior Indebtedness before any Payee is entitled to receive (whether directly or indirectly), or make any demands for (other than the filing of a claim in a bankruptcy proceeding against such Payor), any payment on account of this Note and (y) until the holders of Senior Indebtedness are Paid in Full in respect of all amounts constituting Senior Indebtedness, any payment or distribution to which such Payee would otherwise be entitled shall be made to the holders of Senior Indebtedness;

(ii) if any Event of Default (as such term is defined in the Credit Agreement) occurs and is continuing with respect to any Senior Indebtedness, then no payment or distribution of any kind or character to any Person that is not a Loan Party shall be made by or on behalf of the Payor or any other Person on its behalf with respect to this Note until such Event of Default is waived or cured in accordance with the Credit Agreement; and

(iii) if any payment or distribution of any character, whether in cash, securities or other property, in respect of this Note shall (despite these subordination provisions) be received by any Payee in violation of clause (i) or (ii) above before all Senior Indebtedness shall have been Paid in Full, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to the Administrative Agent, for the benefit of the Lenders as holders of Senior Indebtedness to the extent necessary to make Payment in Full (as defined in the Credit Agreement) of all Senior Indebtedness.

To the fullest extent permitted by law, no present or future holder of Senior Indebtedness shall be prejudiced in its right to enforce the subordination of this Note by any act or failure to act on the part of any Payor or by any act or failure to act on the part of such holder or any trustee or agent for such holder. Each Payee and each Payor and each endorser of this Note hereby agrees that (a) the subordination of this Note is for the benefit of the Administrative Agent, the Collateral Agent and the Lenders, (b) the Administrative Agent, the Collateral Agent and the Lenders are obligees under this Note to the same extent as if their names were written herein as such and (c) each of the Administrative Agent and the Collateral Agent may, on behalf of itself and the Lenders, proceed to enforce the subordination provisions herein.

Nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Payor and each Payee, the obligations of such Payor, which are absolute and unconditional, to pay to such Payee the principal of and interest on this Note as and

when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Payee and other creditors of such Payor other than the holders of Senior Indebtedness.

Each Payee is hereby authorized to record all loans and advances made by it to any Payor (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting *prima facie* evidence absent manifest error of the accuracy of the information contained therein.

From time to time after the Closing Date (as defined in the Credit Agreement), each Loan Party shall take, and cause each other Loan Party and Subsidiary thereof to take, such actions as are necessary or as the Administrative Agent or the Required Lenders (as defined in the Credit Agreement) may reasonably request to ensure that the Senior Indebtedness is secured by a first priority perfected Lien (as defined in the Credit Agreement) in favor of the Collateral Agent (subject to Permitted Liens (as defined in the Credit Agreement)) by this Note, including the execution of a joinder by each Note Party to and endorsement by each Loan Party of this Note in form and substance reasonably satisfactory to the Administrative Agent in its reasonable discretion. Upon execution and delivery after the Closing Date by Intermediate Holdings, any Loan Party or any direct or indirect Subsidiary thereof of a joinder hereto and/or an endorsement hereof (notice of which is hereby waived by the other Note Parties), such Loan Party or Subsidiary shall become a Note Party hereunder with the same force and effect as if originally named as a Note Party hereunder. The rights and obligations of each Note Party hereunder shall remain in full force and effect notwithstanding the addition of any new Note Party as a party to this Note. Each Note Party expressly agrees that its obligations arising under this Note shall not be affected or diminished by the addition or release of any Note Party under this Note

Except as otherwise permitted under the Credit Agreement or the other Loan Documents, or an assignment by Payee to another Note Party, each Payee agrees that until the Senior Indebtedness has been performed and Paid in Full, such Payee shall not (a) assign or transfer, or agree to assign or transfer, to any Person (other than in favor of the Administrative Agent, on behalf of the Lenders, pursuant to the Guaranty and Collateral Agreement or otherwise) any claim such Payee has or may have against any Payor, or (b) otherwise amend, modify, supplement or waive any provision of this Note, except for such supplements which relate to Subsidiaries of a Loan Party becoming a party hereto.

Notwithstanding anything to the contrary contained herein, in any other Loan Document or in any such promissory note or other instrument, this Note (a) replaces and supersedes any and all promissory notes or other instruments which create or evidence any loans or advances made on or before the Closing Date by any Note Party to any other Note Party and (b) shall not be deemed replaced, superseded or in any way modified by any promissory note or other instrument entered into on or after the Closing Date which purports to create or evidence any loan or advance by any Note Party to any other Note Party.

Each of the parties hereto represents to each other party that it has discussed this Note and, specifically, the provisions regarding choice of law, with its counsel.

Each Payor and any endorser of this Note hereby waives presentment, demand, protest or notice of any kind in connection with this Note. All payments under this Note shall be made without offset, counterclaim or deduction of any kind.

This Note may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument.

Any provision of this Note held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[*Signature pages to follow*]

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

PAYORS:

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

ENDORSEMENT

For value received, each Payee that is a Loan Party (as defined in the Credit Agreement) hereby endorses and assigns to the order of [●], as administrative agent, on behalf of the Lenders, and its successors and permitted assigns, all of its right, title and interest in and to the Master Intercompany Note dated as of _____, 2019 payable to Payees.

SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

PAYEES AND LOAN PARTIES:

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

[•]

By:_____
Name:_____
Title:_____

EXHIBIT D

FORM OF TRANCHE A-1 NOTE

PROMISSORY NOTE NON-NEGOTIABLE	**PAGARÉ NO NEGOCIABLE**
Principal Amount: U.S.$[●] Dollars	Monto Principal: E.U.A.$[●] Dólares
For value received, the undersigned, [●] (the "Borrower"), by this Promissory Note unconditionally promises to pay to the order of [●] (the "Lender"), the principal sum of U.S.$[●] ([●] 00/100, Dollars), on [●] (the "Maturity Date") or if such day is not a Business Day, on the Business Day immediately preceding such date.	Por valor recibido, la suscrita, [●] (la "Deudora"), por este Pagaré, promete incondicionalmente pagar a la orden de [●] (el "Acreedor"), la suma principal de E.U.A.$[●] ([●] 00/100, Dólares) el [●] (la "Fecha de Vencimiento"), o si dicha fecha no es un Día Hábil, en el Día Hábil inmediato anterior.
The Borrower further unconditionally promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof and on each Payment Date until the Maturity Date (including from the date hereof to, but excluding, the date the amount hereof shall be paid in full), at a rate per annum equal to 11% (the "Interest Rate").	La Deudora promete asimismo incondicionalmente pagar intereses sobre el saldo insoluto del principal de este Pagaré, desde la fecha del presente y en cada Fecha de Pago hasta la Fecha de Vencimiento (incluyendo desde la fecha del presente y hasta, pero sin incluir, la fecha de pago íntegro de este Pagaré), a una tasa anual igual a 11% (la "Tasa de Interés").
Borrower hereby consents and agrees that interest shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount, and such interest amount thereafter shall form part of the outstanding principal amount and shall itself bear interest at the Interest Rate.	La Deudora en este acto acuerda y consiente que los intereses serán pagados mediante la capitalización de éstos al saldo insoluto de principal, en el entendido que dicho monto capitalizado formará parte del saldo insoluto de principal el cual continuará devengando intereses a la Tasa de Interés.
If all or a portion of the principal amount hereof, any interest payable hereunder, or any other amount payable hereunder shall not be paid when due (whether at stated maturity, by acceleration or otherwise), such overdue amount shall bear interest, at a rate per annum equal to the Interest Rate plus 2% (two percent) per annum, from the date of such non-payment until such amount is paid in full (after as well as before judgment) and shall be payable on demand.	Si todo o una parte del monto de principal del presente, los intereses pagaderos conforme al presente o cualquier otra suma pagadera conforme al presente, no fuere pagada a su vencimiento (ya sea en su vencimiento programado, por vencimiento anticipado o de cualquier otra forma), la suma debida y no pagada devengará intereses, a una tasa anual igual a la Tasa de Interés más 2% (dos por ciento) anual, desde la fecha de falta de pago hasta que dicha suma sea pagada en su totalidad (tanto después como antes de cualquier sentencia), pagaderos a la vista.
Interest hereunder shall be made on the basis of a year of three hundred and sixty (360) days.	Los intereses del presente serán calculados sobre la base de un año de trescientos sesenta (360) días.

For purposes of this Promissory Note, the following terms shall have the following meanings:	Para efectos de este Pagaré, los siguientes términos tendrán los siguientes significados:
"Administrative Agent" means GLAS US LLC.	"Agente Administrativo" significa GLAS US LLC.
"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.	"Día Hábil" significa cualquier día (que no sea sábado o domingo) en el que los bancos comerciales no estén autorizados u obligados a cerrar en la Ciudad de México, México o en Nueva York, Estados Unidos de América,
"Code" means the United States Internal Revenue Code of 1986.	"Código" significa el Código Fiscal de los Estados Unidos (*United States Internal Revenue Code*) de 1986.
"Dollars" refers to lawful currency of the United States of America.	"Dólares" significa la moneda en curso legal en los Estados Unidos de América.
"Excluded Taxes" means, with respect to the Lender or other recipient of a payment made by or on account of any obligation of the Borrower or the guarantors (*avalistas*) under this Promissory Note: (a) Taxes (as defined below) imposed on (or measured by) the net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Lender or other recipient being organized under the laws of, having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) Taxes imposed on the Lender or any other recipient of a payment hereunder, to the extent imposed as a result of a failure by the Lender or any holder hereof to comply with the requirements to benefit from an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, (c) any withholding Taxes imposed pursuant to FATCA, (d) any withholding Tax in any jurisdiction that is required to be imposed on amounts payable to such Lender (or at the time such Lender designates a new lending office) pursuant to the laws in force at such time, except to the extent that such Lender (or its assignor, if any) would have been entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax, and (e) Taxes imposed by any jurisdiction outside of Mexico other than any Taxes that arise (i) in connection with the Borrower causing payment to be made or deemed made from or through a jurisdiction	"Impuestos Excluidos" significa, respecto del Acreedor o cualquier otro receptor del pago hecho por la Deudora o sus avalistas de conformidad con el presente Pagaré: (a) Impuestos (como se define más adelante) sobre (o calculados por) los ingresos netos (sea cual fuera su denominación), Impuesto de franquicias e Impuestos sobre las utilidades de las sucursales, en cada caso, (i) impuestos que se generen como resultado de que dicho Acreedor u otro receptor se haya constituido de conformidad con las leyes de, tenga su principal asiento de negocios o el lugar en que se encuentre la oficina que haya hecho el préstamo en, la jurisdicción que imponga dicho Impuesto (o de cualquier subdivisión política del mismo), o (ii) que sean Otros Impuestos de Conexión, (b) Impuestos establecidos a un Acreedor o cualquier tenedor del presente Pagaré, imputable a la falta de cumplimiento del Acreedor o del tenedor del presente Pagaré con los requisitos para beneficiarse de una exención o reducción a las retenciones al amparo de la legislación aplicable en la jurisdicción en la que resida la Deudora para efectos fiscales, (c) cualquier Impuesto de retención establecido de conformidad con FATCA, (d) cualquier Impuesto de retención en cualquier jurisdicción que deba de imponerse sobre los montos pagaderos a dicho Acreedor (o al momento en que dicho Acreedor designe una nueva oficina de préstamo) de conformidad con las leyes vigentes en ese momento, excepto en la medida en que dicho Acreedor (o su cedente, si lo hubiere) tuviese derecho, en el momento de la designación de una nueva oficina de préstamo (o cesión), para recibir cantidades adicionales de la Deudora con respecto a dicha retención de impuestos, y (e) Impuestos establecidos por cualquier jurisdicción

other than Mexico or (ii) from some other connection between the Borrower and the taxing jurisdiction.	fuera de México, con excepción de los Impuestos que resulten (i) como resultado de que la Deudora cause causen que el pago se realice o se considere realizado desde, o a través de, una jurisdicción distinta a la de México, o (ii) como resultado de alguna otra conexión entre la Deudora y la jurisdicción de tributación.
"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Promissory Note (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.	"FATCA" significa las Secciones 1471 a 1474 del Código, a la fecha del presente Pagaré (según el mismo sea modificado o exista una nueva versión comparable pero no sustancialmente más onerosa en lo que respecta a su cumplimiento), así como cualquier regulación o interpretación oficial de las mismas, o cualquier convenio celebrado en términos de lo previsto en la Sección 1471(b)(1) del Código y cualquier convenio intergubernamental celebrado en relación con la implementación de lo antes mencionado, así como cualquier regulación fiscal, reglas, prácticas u otro lineamiento gubernamental conforme al mismo.
"Governmental Authority" means the government of the United Mexican States, the United States of America, or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).	"Autoridad Gubernamental" significa el gobierno de los Estados Unidos Mexicanos, los Estados Unidos de América, cualquier otra nación o subdivisión política de la misma, ya sea local o estatal y cualquier secretaría, autoridad, órgano regulador, corte, banco central o cualquier otra entidad que ejerza facultades o funciones ejecutivas, legislativas, judiciales, impositivas, regulatorias o administrativas de o pertenecientes al gobierno (incluyendo cualquier organismo supranacional como la Unión Europea o el Banco Central Europeo).
"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Borrower under this Promissory Note.	"Impuestos Indemnizados" significa cualesquier Impuestos, distintos de los Impuestos Excluidos, establecidos sobre o con respecto a cualquier pago realizado por o a cuenta de cualquier obligación de la Deudora bajo este Pagaré.
"Other Connection Taxes" means, with respect to the Lender or other recipient of a payment made by or on account of any obligation of the Borrower or the guarantors (*avalistas*) under this Promissory Note, Taxes imposed as a result of a present or former connection between such Lender or other recipient and the jurisdiction imposing such Tax (other than connections arising from such Lender or recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under,	"Otros Impuestos de Conexión" significa, con respecto al Acreedor u otro receptor de un pago hecho por o a cuenta de cualquier obligación de la Deudora o de los avalistas bajo este Pagaré, Impuestos que resulten como consecuencia de una relación actual o anterior entre dicho Acreedor u otro receptor y la jurisdicción que imponga dicho Impuesto (con excepción de los que se deriven de la ejecución de dicha relación con dicho Acreedor o receptor habiendo entregado, convertido en parte, cumplido sus obligaciones, recibido pagos, recibido o perfeccionado una garantía real, participado

engaged in any other transaction pursuant to or enforced this Promissory Note.	en cualquier otra transacción conforme a este Pagaré o ha ejecutado el presente Pagaré.)
"Payment Date" means (i) the last day of each March, June, September and December, beginning on [●], 2021 (or if any such date is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.	"Fecha de Pago" significa (i) el último día de cada marzo, junio, septiembre y diciembre, comenzando el [●] de [●] de 2021 (o si dicha fecha no fuera un Día Hábil, el Día Hábil inmediato siguiente) y, (ii) la Fecha de Vencimiento.
"Taxes" means all present or future taxes, levies, imposts, duties, deductions, charges, withholdings (including backup withholdings), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.	"Impuestos" significa todos los impuestos, cargas, cuotas, gravámenes, deducciones, cargos, retenciones (incluidas las retenciones de respaldo), cuotas, tasas u otros cargos impuestos por alguna Autoridad Gubernamental, incluyendo cualquier interés, adiciones al impuesto o sanciones aplicables al mismo.
All payments required to be made pursuant to this Promissory Note shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff, no later than 10:00 a.m., New York City time, on the date when due, in Dollars and in immediately available funds, at the account No. [●] of the Administrative Agent.	Todos los pagos que deban hacerse conforme a este Pagaré serán efectuados libres de, y sin deducción o retención alguna por cualquier reclamación, defensa, reparación o compensación, antes de las 10:00 a.m., hora de la Ciudad de Nueva York, en la fecha en que venzan, en Dólares y en fondos inmediatamente disponibles, en la cuenta bancaria No. [●] del Agente Administrativo.
The Borrower agrees to pay or reimburse upon demand, in like manner and funds, any and all claims, losses, costs, damages, liabilities, penalties, actions, judgments, suits and reasonable and documented expenses of the holder hereof or of the Administrative Agent, if any, with respect to the enforcement of this Promissory Note (including without limitation, all reasonable and documented legal costs and expenses).	La Deudora conviene en pagar o rembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos, daños, penas, sumas impuestas conforme a cualquier acción, sentencia o demanda y gastos razonables y documentados del tenedor del presente o del Agente Administrativo, si hubiera alguno, incurridos en relación con el procedimiento de cobro del presente Pagaré (incluyendo, sin limitación, todos los costos y gastos legales razonables y documentados).
All payments by the Borrower of the principal and interest hereunder shall be made free and clear of and without deduction or withholding for any counterclaim, defense, recoupment or setoff; *provided* that, if the Borrower shall be required to deduct or withhold any Taxes from such payments, then (i) the sum payable will be increased as necessary so that, after all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable hereunder) are made, the Lender receives an amount equal to the sum it would have received had no such deductions or withholdings been made, it being understood, that for tax purposes the payment of such increment, will be deemed and construed as additional	Todos los pagos de principal e intereses a efectuarse por la Deudora de acuerdo al presente, deberán hacerse libres de y sin deducción o retención alguna por cualquier reclamación, defensa, reparación o compensación n, *en el entendido que*, si la Deudora está legalmente obligada a llevar a cabo cualquier deducción o retención de Impuestos de dichos pagos, entonces (i) el monto a ser pagado deberá incrementarse en el monto necesario para que, después de ser realizadas todas dichas deducciones o retenciones (incluyendo deducciones o retenciones aplicables a montos adicionales pagaderos conforme al presente Pagaré), el Acreedor reciba una cantidad igual a aquella que hubiera recibido si dichas deducciones o

interest, (ii) the Borrower shall make such deductions or withholdings and (iii) the Borrower shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law.	retenciones no se hubieran realizado, en el entendido que, para efectos fiscales, el pago de dicho incremento será considerado e interpretado como intereses adicionales, (ii) la Deudora deberá realizar dichas deducciones y retenciones y (iii) la Deudora deberá cumplir en tiempo con el pago de la cantidad total deducida o retenida a la Autoridad Gubernamental correspondiente de conformidad con la legislación aplicable.
This Promissory Note shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America; *provided, however*, that if any action or proceeding in connection with this Promissory Note is brought to any courts in the United Mexican States, this Promissory Note shall be deemed to be governed under the laws of the United Mexican States.	Este Pagaré se regirá e interpretará de acuerdo con las leyes del Estado de Nueva York, Estados Unidos de América; *en el entendido, sin embargo*, que si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos.
Any legal action or proceeding arising out of or relating to this Promissory Note may be brought in the courts of the State of New York in the Borough of Manhattan and the courts of the United States for the Southern District of New York, or any relevant appellate court or any federal court sitting in Mexico City, United Mexican States. The Borrower waives any right to the jurisdiction of any other court that may correspond to it as a consequence of its current or future domicile or for any other reason whatsoever.	Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser instituido en los tribunales del Estado de Nueva York en el Distrito de Manhattan y los tribunales de los Estados Unidos para el Distrito Sur de Nueva York o en cualquier tribunal de apelación relevante o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos. La Deudora renuncia a la jurisdicción de cualesquiera otros tribunales que le puedan corresponder como consecuencia de su domicilio presente o futuro o por cualquier otra razón.
The Borrower and the guarantors (*avalistas*) signatory hereto hereby release the holder hereof from any obligation regarding diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever to obtain payment hereof.	La Deudora y las avalistas en este acto dispensan al tenedor de este Pagaré de realizar previamente cualquier diligencia, demanda, protesto, presentación, notificación de no aceptación y notificación o demanda alguna de cualquier naturaleza, para obtener el pago del mismo.
For the purposes of article 128 of the General Law of Credit Instruments and Transactions (*Ley General de Títulos y Operaciones de Crédito*), the Borrower agrees to extend the term for presentment of this Promissory Note for a period of six months after the Maturity Date.	La Deudora conviene en extender el plazo de presentación del presente Pagaré para efectos del Artículo 128 de la Ley General de Títulos y Operaciones de Crédito por un plazo de seis meses contados a partir de la Fecha de Vencimiento.
The failure of the Lender to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that instance or any other instance.	La falta de ejercicio por el Acreedor de cualquiera de sus derechos derivados del presente en cualquier instancia, no constituirá una renuncia a tales derechos en esa instancia o en cualquier otra instancia.

For any notice in the United Mexican States, related to this Promissory Note, the Borrower and the guarantors (*avalistas*) signatories hereto designate their domicile at [●], United Mexican States.	La Deudora y los avalistas que suscriben señalan como domicilio para cualquier notificación en los Estados Unidos Mexicanos relacionada con este Pagaré, el ubicado en [●], Estados Unidos Mexicanos.
This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern, *provided, however,* that in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall be controlling.	El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; *en el entendido, sin embargo,* que en cualquier procedimiento iniciado en los Estados Unidos Mexicanos, prevalecerá la versión en español.
This Promissory Note consists of [●] ([●]) pages evidencing one instrument.	Esté Pagaré consta de [●] ([●]) páginas que constituyen un solo instrumento.
IN WITNESS WHEREOF, the Borrower and the guarantors (*avalistas*) have duly executed this Promissory Note as of the date mentioned below	***EN VIRTUD DE LO CUAL***, la Deudora y los avalistas han firmado debidamente este Pagaré en la fecha abajo mencionada.
Mexico City, United Mexican States, on [●] [●], 2021.	Ciudad de México, Estados Unidos Mexicanos, a [●] de [●] 2021.

Borrower / Deudora

[●]

_____

By: / Por: [●]
Title/Cargo: Attorney-in-fact / Representante Legal

Guaranteed/Por Aval:

[●]

_____

By: / Por: [●]
Title/Cargo: Attorney-in-fact / Representante Legal

EXHIBIT E

FORM OF TRANCHE A-2 NOTE

PROMISSORY NOTE NON-NEGOCIABLE	PAGARÉ NO NEGOCIABLE
Principal Amount: MXP$[●] Pesos	Principal Amount: MXP$[●] Pesos
For value received, the undersigned, [●] (the "Borrower"), by this Promissory Note unconditionally promises to pay to the order of [●] (the "Lender"), the principal sum of MXP$[●] ([●] 00/100, Pesos), on [●] (the "Maturity Date") or if such day is not a Business Day, on the Business Day immediately preceding such date.	Por valor recibido, la suscrita, [●] (la "Deudora"), por este Pagaré, promete incondicionalmente pagar a la orden de [●] (el "Acreedor"), la suma principal de MXP$[●] ([●] 00/100, Pesos) el [●] (la "Fecha de Vencimiento"), o si dicha fecha no es un Día Hábil, en el Día Hábil inmediato anterior.
The Borrower further unconditionally promises to pay interest on the outstanding and unpaid principal amount of this Promissory Note, from the date hereof and on each Payment Date until the Maturity Date (including from the date hereof to, but excluding, the date the amount hereof shall be paid in full), at a rate per annum equal to 17.41% (the "Interest Rate").	La Deudora promete asimismo incondicionalmente pagar intereses sobre el saldo insoluto del principal de este Pagaré, desde la fecha del presente y en cada Fecha de Pago hasta la Fecha de Vencimiento (incluyendo desde la fecha del presente y hasta, pero sin incluir, la fecha de pago íntegro de este Pagaré), a una tasa anual igual a 17.41% (la "Tasa de Interés").
Borrower hereby consents and agrees that interest shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount, and such interest amount thereafter shall form part of the outstanding principal amount and shall itself bear interest at the Interest Rate.	La Deudora en este acto acuerda y consiente que los intereses serán pagados mediante la capitalización de éstos al saldo insoluto de principal, en el entendido que dicho monto capitalizado formará parte del saldo insoluto de principal el cual continuará devengando intereses a la Tasa de Interés.
If all or a portion of the principal amount hereof, any interest payable hereunder, or any other amount payable hereunder shall not be paid when due (whether at stated maturity, by acceleration or otherwise), such overdue amount shall bear interest, at a rate per annum equal to the Interest Rate plus 2% (two percent) per annum, from the date of such non-payment until such amount is paid in full (after as well as before judgment) and shall be payable on demand.	Si todo o una parte del monto de principal del presente, los intereses pagaderos conforme al presente o cualquier otra suma pagadera conforme al presente, no fuere pagada a su vencimiento (ya sea en su vencimiento programado, por vencimiento anticipado o de cualquier otra forma), la suma debida y no pagada devengará intereses, a una tasa anual igual a la Tasa de Interés más 2% (dos por ciento) anual, desde la fecha de falta de pago hasta que dicha suma sea pagada en su totalidad (tanto después como antes de cualquier sentencia), pagaderos a la vista.
Interest hereunder shall be made on the basis of a year of three hundred and sixty (360) days.	Los intereses del presente serán calculados sobre la base de un año de trescientos sesenta (360) días.
For purposes of this Promissory Note, the following terms shall have the following meanings:	Para efectos de este Pagaré, los siguientes términos tendrán los siguientes significados:

"Administrative Agent" means GLAS US LLC.	"Agente Administrativo" significa GLAS US LLC.
"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.	"Día Hábil" significa cualquier día (que no sea sábado o domingo) en el que los bancos comerciales no estén autorizados u obligados a cerrar en la Ciudad de México, México o en Nueva York, Estados Unidos de América,
"Code" means the United States Internal Revenue Code of 1986.	"Código" significa el Código Fiscal de los Estados Unidos (*United States Internal Revenue Code*) de 1986.
"Dollars" refers to lawful currency of the United States of America.	"Dólares" significa la moneda en curso legal en los Estados Unidos de América.
"Excluded Taxes" means, with respect to the Lender or other recipient of a payment made by or on account of any obligation of the Borrower or the guarantors (*avalistas*) under this Promissory Note: (a) Taxes (as defined below) imposed on (or measured by) the net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Lender or other recipient being organized under the laws of, having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) Taxes imposed on the Lender or any other recipient of a payment hereunder, to the extent imposed as a result of a failure by the Lender or any holder hereof to comply with the requirements to benefit from an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, (c) any withholding Taxes imposed pursuant to FATCA, (d) any withholding Tax in any jurisdiction that is required to be imposed on amounts payable to such Lender (or at the time such Lender designates a new lending office) pursuant to the laws in force at such time, except to the extent that such Lender (or its assignor, if any) would have been entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax, and (e) Taxes imposed by any jurisdiction outside of Mexico other than any Taxes that arise (i) in connection with the Borrower causing payment to be made or deemed made from or through a jurisdiction other than Mexico or (ii) from some other connection between the Borrower and the taxing jurisdiction.	"Impuestos Excluidos" significa, respecto del Acreedor o cualquier otro receptor del pago hecho por la Deudora o sus avalistas de conformidad con el presente Pagaré: (a) Impuestos (como se define más adelante) sobre (o calculados por) los ingresos netos (sea cual fuera su denominación), Impuesto de franquicias e Impuestos sobre las utilidades de las sucursales, en cada caso, (i) impuestos que se generen como resultado de que dicho Acreedor u otro receptor se haya constituido de conformidad con las leyes de, tenga su principal asiento de negocios o el lugar en que se encuentre la oficina que haya hecho el préstamo en, la jurisdicción que imponga dicho Impuesto (o de cualquier subdivisión política del mismo), o (ii) que sean Otros Impuestos de Conexión, (b) Impuestos establecidos a un Acreedor o cualquier tenedor del presente Pagaré, imputable a la falta de cumplimiento del Acreedor o del tenedor del presente Pagaré con los requisitos para beneficiarse de una exención o reducción a las retenciones al amparo de la legislación aplicable en la jurisdicción en la que resida la Deudora para efectos fiscales, (c) cualquier Impuesto de retención establecido de conformidad con FATCA, (d) cualquier Impuesto de retención en cualquier jurisdicción que deba de imponerse sobre los montos pagaderos a dicho Acreedor (o al momento en que dicho Acreedor designe una nueva oficina de préstamo) de conformidad con las leyes vigentes en ese momento, excepto en la medida en que dicho Acreedor (o su cedente, si lo hubiere) tuviese derecho, en el momento de la designación de una nueva oficina de préstamo (o cesión), para recibir cantidades adicionales de la Deudora con respecto a dicha retención de impuestos, y (e) Impuestos establecidos por cualquier jurisdicción fuera de México, con excepción de los Impuestos que resulten (i) como resultado de que la Deudora cause

	causen que el pago se realice o se considere realizado desde, o a través de, una jurisdicción distinta a la de México, o (ii) como resultado de alguna otra conexión entre la Deudora y la jurisdicción de tributación.
"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Promissory Note (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.	"FATCA" significa las Secciones 1471 a 1474 del Código, a la fecha del presente Pagaré (según el mismo sea modificado o exista una nueva versión comparable pero no sustancialmente más onerosa en lo que respecta a su cumplimiento), así como cualquier regulación o interpretación oficial de las mismas, o cualquier convenio celebrado en términos de lo previsto en la Sección 1471(b)(1) del Código y cualquier convenio intergubernamental celebrado en relación con la implementación de lo antes mencionado, así como cualquier regulación fiscal, reglas, prácticas u otro lineamiento gubernamental conforme al mismo.
"Governmental Authority" means the government of the United Mexican States, the United States of America, or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).	"Autoridad Gubernamental" significa el gobierno de los Estados Unidos Mexicanos, los Estados Unidos de América, cualquier otra nación o subdivisión política de la misma, ya sea local o estatal y cualquier secretaría, autoridad, órgano regulador, corte, banco central o cualquier otra entidad que ejerza facultades o funciones ejecutivas, legislativas, judiciales, impositivas, regulatorias o administrativas de o pertenecientes al gobierno (incluyendo cualquier organismo supranacional como la Unión Europea o el Banco Central Europeo).
"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Borrower under this Promissory Note.	"Impuestos Indemnizados" significa cualesquier Impuestos, distintos de los Impuestos Excluidos, establecidos sobre o con respecto a cualquier pago realizado por o a cuenta de cualquier obligación de la Deudora bajo este Pagaré.
"Other Connection Taxes" means, with respect to the Lender or other recipient of a payment made by or on account of any obligation of the Borrower or the guarantors (*avalistas*) under this Promissory Note, Taxes imposed as a result of a present or former connection between such Lender or other recipient and the jurisdiction imposing such Tax (other than connections arising from such Lender or recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Promissory Note.	"Otros Impuestos de Conexión" significa, con respecto al Acreedor u otro receptor de un pago hecho por o a cuenta de cualquier obligación de la Deudora o de los avalistas bajo este Pagaré, Impuestos que resulten como consecuencia de una relación actual o anterior entre dicho Acreedor u otro receptor y la jurisdicción que imponga dicho Impuesto (con excepción de los que se deriven de la ejecución de dicha relación con dicho Acreedor o receptor habiendo entregado, convertido en parte, cumplido sus obligaciones, recibido pagos, recibido o perfeccionado una garantía real, participado en cualquier otra transacción conforme a este Pagaré o ha ejecutado el presente Pagaré.)

"Payment Date" means (i) the last day of each March, June, September and December, beginning on [●], 2021 (or if any such date is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.	"Fecha de Pago" significa (i) el último día de cada marzo, junio, septiembre y diciembre, comenzando el [●] de [●] de 2021 (o si dicha fecha no fuera un Día Hábil, el Día Hábil inmediato siguiente) y, (ii) la Fecha de Vencimiento.
"Taxes" means all present or future taxes, levies, imposts, duties, deductions, charges, withholdings (including backup withholdings), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.	"Impuestos" significa todos los impuestos, cargas, cuotas, gravámenes, deducciones, cargos, retenciones (incluidas las retenciones de respaldo), cuotas, tasas u otros cargos impuestos por alguna Autoridad Gubernamental, incluyendo cualquier interés, adiciones al impuesto o sanciones aplicables al mismo.
All payments required to be made pursuant to this Promissory Note shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff, no later than 10:00 a.m., New York City time, on the date when due, in Dollars and in immediately available funds, at the account No. [●] of the Administrative Agent.	Todos los pagos que deban hacerse conforme a este Pagaré serán efectuados libres de, y sin deducción o retención alguna por cualquier reclamación, defensa, reparación o compensación, antes de las 10:00 a.m., hora de la Ciudad de Nueva York, en la fecha en que venzan, en Dólares y en fondos inmediatamente disponibles, en la cuenta bancaria No. [●] del Agente Administrativo.
The Borrower agrees to pay or reimburse upon demand, in like manner and funds, any and all claims, losses, costs, damages, liabilities, penalties, actions, judgments, suits and reasonable and documented expenses of the holder hereof or of the Administrative Agent, if any, with respect to the enforcement of this Promissory Note (including without limitation, all reasonable and documented legal costs and expenses).	La Deudora conviene en pagar o rembolsar a la vista, en la misma forma y fondos, cualesquiera pérdidas, costos, daños, penas, sumas impuestas conforme a cualquier acción, sentencia o demanda y gastos razonables y documentados del tenedor del presente o del Agente Administrativo, si hubiera alguno, incurridos en relación con el procedimiento de cobro del presente Pagaré (incluyendo, sin limitación, todos los costos y gastos legales razonables y documentados).
All payments by the Borrower of the principal and interest hereunder shall be made free and clear of and without deduction or withholding for any counterclaim, defense, recoupment or setoff; *provided* that, if the Borrower shall be required to deduct or withhold any Taxes from such payments, then (i) the sum payable will be increased as necessary so that, after all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable hereunder) are made, the Lender receives an amount equal to the sum it would have received had no such deductions or withholdings been made, it being understood, that for tax purposes the payment of such increment, will be deemed and construed as additional interest, (ii) the Borrower shall make such deductions or withholdings and (iii) the Borrower shall timely pay the full amount deducted or withheld to the relevant	Todos los pagos de principal e intereses a efectuarse por la Deudora de acuerdo al presente, deberán hacerse libres de y sin deducción o retención alguna por cualquier reclamación, defensa, reparación o compensación n, *en el entendido que*, si la Deudora está legalmente obligada a llevar a cabo cualquier deducción o retención de Impuestos de dichos pagos, entonces (i) el monto a ser pagado deberá incrementarse en el monto necesario para que, después de ser realizadas todas dichas deducciones o retenciones (incluyendo deducciones o retenciones aplicables a montos adicionales pagaderos conforme al presente Pagaré), el Acreedor reciba una cantidad igual a aquella que hubiera recibido si dichas deducciones o retenciones no se hubieran realizado, en el entendido que, para efectos fiscales, el pago de dicho incremento será considerado e interpretado como intereses

Governmental Authority in accordance with applicable law.	adicionales, (ii) la Deudora deberá realizar dichas deducciones y retenciones y (iii) la Deudora deberá cumplir en tiempo con el pago de la cantidad total deducida o retenida a la Autoridad Gubernamental correspondiente de conformidad con la legislación aplicable.
This Promissory Note shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America; *provided, however*, that if any action or proceeding in connection with this Promissory Note is brought to any courts in the United Mexican States, this Promissory Note shall be deemed to be governed under the laws of the United Mexican States.	Este Pagaré se regirá e interpretará de acuerdo con las leyes del Estado de Nueva York, Estados Unidos de América; *en el entendido, sin embargo*, que si cualquier acción o procedimiento en relación con este Pagaré se iniciara en los tribunales de los Estados Unidos Mexicanos, este Pagaré se considerará regido de acuerdo con las leyes de los Estados Unidos Mexicanos.
Any legal action or proceeding arising out of or relating to this Promissory Note may be brought in the courts of the State of New York in the Borough of Manhattan and the courts of the United States for the Southern District of New York, or any relevant appellate court or any federal court sitting in Mexico City, United Mexican States. The Borrower waives any right to the jurisdiction of any other court that may correspond to it as a consequence of its current or future domicile or for any other reason whatsoever.	Cualquier acción o procedimiento legal que derive o se relacione con este Pagaré podrá ser instituido en los tribunales del Estado de Nueva York en el Distrito de Manhattan y los tribunales de los Estados Unidos para el Distrito Sur de Nueva York o en cualquier tribunal de apelación relevante o cualquier tribunal federal localizado en la Ciudad de México, Estados Unidos Mexicanos. La Deudora renuncia a la jurisdicción de cualesquiera otros tribunales que le puedan corresponder como consecuencia de su domicilio presente o futuro o por cualquier otra razón.
The Borrower and the guarantors (*avalistas*) signatory hereto hereby release the holder hereof from any obligation regarding diligence, demand, protest, presentment, notice of dishonor or any other notice or demand whatsoever to obtain payment hereof.	La Deudora y las avalistas en este acto dispensan al tenedor de este Pagaré de realizar previamente cualquier diligencia, demanda, protesto, presentación, notificación de no aceptación y notificación o demanda alguna de cualquier naturaleza, para obtener el pago del mismo.
For the purposes of article 128 of the General Law of Credit Instruments and Transactions (*Ley General de Títulos y Operaciones de Crédito*), the Borrower agrees to extend the term for presentment of this Promissory Note for a period of six months after the Maturity Date.	La Deudora conviene en extender el plazo de presentación del presente Pagaré para efectos del Artículo 128 de la Ley General de Títulos y Operaciones de Crédito por un plazo de seis meses contados a partir de la Fecha de Vencimiento.
The failure of the Lender to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that instance or any other instance.	La falta de ejercicio por el Acreedor de cualquiera de sus derechos derivados del presente en cualquier instancia, no constituirá una renuncia a tales derechos en esa instancia o en cualquier otra instancia.
For any notice in the United Mexican States, related to this Promissory Note, the Borrower and the guarantors	La Deudora y los avalistas que suscriben señalan como domicilio para cualquier notificación en los Estados

(*avalistas*) signatories hereto designate their domicile at [●], United Mexican States.	Unidos Mexicanos relacionada con este Pagaré, el ubicado en [●], Estados Unidos Mexicanos.
This Promissory Note is executed in both English and Spanish versions. In the case of any conflict or doubt as to the proper construction of this Promissory Note, the English version shall govern, *provided, however*, that in any action or proceeding brought in any court in the United Mexican States, the Spanish version shall be controlling.	El presente Pagaré se suscribe en versiones en inglés y español. En caso de conflicto o duda en relación con la debida interpretación de este Pagaré, la versión en inglés prevalecerá; *en el entendido, sin embargo*, que en cualquier procedimiento iniciado en los Estados Unidos Mexicanos, prevalecerá la versión en español.
This Promissory Note consists of [●] ([●]) pages evidencing one instrument.	Esté Pagaré consta de [●] ([●]) páginas que constituyen un solo instrumento.
IN WITNESS WHEREOF, the Borrower and the guarantors (*avalistas*) have duly executed this Promissory Note as of the date mentioned below	***EN VIRTUD DE LO CUAL***, la Deudora y los avalistas han firmado debidamente este Pagaré en la fecha abajo mencionada.
Mexico City, United Mexican States, on [●] [●], 2021.	Ciudad de México, Estados Unidos Mexicanos, a [●] de [●] 2021.

Borrower / Deudora

[●]

_____

By: / Por: [●]
Title/Cargo: Attorney-in-fact / Representante Legal

Guaranteed/Por Aval:

[●]

_____

By: / Por: [●]
Title/Cargo: Attorney-in-fact / Representante Legal

EXHIBIT F

FORM OF TRANCHE B-1 NOTE

U.S.$[●] [Date]
New York, New York

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [●] or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of November 22, 2021 (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement"), among the AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico, the other Loan Parties party thereto, the LENDERS named therein (collectively, the "Lenders"), GLAS USA, LLC, as administrative agent (in such capacity, the "Administrative Agent") and GLAS Americas, LLC, as collateral agent. Capitalized terms used but not defined herein have the meaning assigned to them in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the *per annum* rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

AGILETHOUGHT, INC.,
as Borrower

By: _____
Name:
Title:

AGILETHOUGHT MÉXICO, S.A. DE C.V.,
as Borrower

By: _____
Name:
Title:

EXHIBIT G

FORM OF TRANCHE B-2 NOTE

MXP$[●] [Date]
New York, New York

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [●] or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of November 22, 2021 (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement"), among the AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico, the other Loan Parties party thereto, the LENDERS named therein (collectively, the "Lenders"), GLAS USA, LLC, as administrative agent (in such capacity, the "Administrative Agent") and GLAS Americas, LLC, as collateral agent. Capitalized terms used but not defined herein have the meaning assigned to them in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the *per annum* rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

AGILETHOUGHT, INC.,
as Borrower

By: _____
Name:
Title:

AGILETHOUGHT MÉXICO, S.A. DE C.V.,
as Borrower

By: _____
Name:
Title:

EXHIBIT H

FORM OF TRANCHE C NOTE

U.S.$[●] [Date]
New York, New York

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [●] or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of November 22, 2021 (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement"), among the AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico, the other Loan Parties party thereto, the LENDERS named therein (collectively, the "Lenders"), GLAS USA, LLC, as administrative agent (in such capacity, the "Administrative Agent") and GLAS Americas, LLC, as collateral agent. Capitalized terms used but not defined herein have the meaning assigned to them in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the *per annum* rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

AGILETHOUGHT, INC.,
as Borrower

By: _____
Name:
Title:

AGILETHOUGHT MÉXICO, S.A. DE C.V.,
as Borrower

By: _____
Name:
Title:

EXHIBIT I

FORM OF TRANCHE D NOTE

U.S.$[●] [Date]
New York, New York

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [●] or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of November 22, 2021 (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement"), among the AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico, the other Loan Parties party thereto, the LENDERS named therein (collectively, the "Lenders"), GLAS USA, LLC, as administrative agent (in such capacity, the "Administrative Agent") and GLAS Americas, LLC, as collateral agent. Capitalized terms used but not defined herein have the meaning assigned to them in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the *per annum* rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

AGILETHOUGHT, INC.,
as Borrower

By: _____
Name:
Title:

AGILETHOUGHT MÉXICO, S.A. DE C.V.,
as Borrower

By: _____
Name:
Title:

EXHIBIT J

FORM OF ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment Agreement") is dated as of the Effective Date set forth below and is entered into by and between [the][each][10] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each][11] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees][12] under this Assignment Agreement are several and not joint.][13] Capitalized terms used herein but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee[s]. The Standard Terms and Conditions set forth in Annex 1 attached to this Assignment and Assumption are hereby agreed to and incorporated in this Assignment and Assumption by reference and made a part of this Assignment and Assumption as if set forth in full in this Assignment and Assumption.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of those outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to in this Assignment and Assumption collectively as

[10]For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

[11]For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

[12]Select as appropriate.

[13]Include bracketed language if there are either multiple Assignors or multiple Assignees.

[the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____
_____

2. Assignee[s]: _____
_____

[for each Assignee, indicate [Affiliate][Approved Fund][Eligible Assignee] of [*identify Lender*]]

3. Borrower(s): AGILETHOUGHT, INC., a Delaware corporation and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico

4. Administrative Agent: GLAS USA LLC, as Administrative Agent under the Credit Agreement

5. Credit Agreement: Credit Agreement dated as of November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought México" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings" , and together with Ultimate Holdings, the "Holding Companies"), the other Loan Parties party thereto (collectively with the Borrowers and Intermediate Holdings, the "Loan Parties" and each individually, a "Loan Party"), the financial institutions party thereto (the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, "Administrative Agent") and GLAS Americas LLC, a limited liability company organized and existing under the laws of the State of New York, as collateral agent (in such capacity, the "Collateral Agent").

6. Assigned Interest:

Assignor[s][14]	Assignee[s][15]	Facility Assigned[16]	Aggregate Amount of Commitment/ Loans for all Lenders[17]	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans[18]	CUSIP Number
		_____	$_____	$_____	_____%	
		_____	$_____	$_____	_____%	
		_____	$_____	$_____	_____%	

[7. Trade Date: _____][19]

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH WILL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

[NAME OF ASSIGNOR],
as Assignor

By: _____
Name: _____
Title: _____

[NAME OF ASSIGNEE],
as Assignee

[14]List each Assignor, as appropriate.

[15]List each Assignee, as appropriate.

[16]Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment.

[17]Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

[18]Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

[19]To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

By: _____
Name: _____
Title: _____

[Consented to and][20] Accepted:

GLAS USA LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

[Consented to:][21]

AGILETHOUGHT, INC.,
as Borrower Representative on behalf of Loan Parties

By: _____
Name: _____
Title: _____

[20]To be added only if the consent of Administrative Agent is required by the terms of the Credit Agreement.

[21]To be added only if the consent of Borrowers is required by the terms of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

CREDIT AGREEMENT (as amended, modified, or supplemented from time to time, this "Agreement"), dated as of [●] is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought México" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as the Collateral Agent for the Lenders, and together with the Administrative Agnet, the "Agents" and each, an "Agent".

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][[the relevant] Assigned Interest, (ii) [the][the relevant] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of any Loan Party, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any Loan Party, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under the Credit Agreement (subject to any consents as are required under the Credit Agreement), (iii) from and after the Effective Date, it will be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, will have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][the relevant] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][the relevant] Assigned Interest, is experienced in acquiring assets of that type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 10.1 thereof, as applicable, and all other documents and information

as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][the relevant] Assigned Interest, (vi) it has, independently and without reliance upon Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][the relevant] Assigned Interest, and (vii) it is not an Affiliate of a Loan Party or Sponsor; and (b) agrees that (i) it will, independently and without reliance upon Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. Fees. This Assignment and Assumption shall be delivered to the Administrative Agent with a processing and recording fee of U.S.$3,500.

4. Administrative Questionnaire. If the Assignee is not a Lender, a completed administrative questionnaire, in form and substance satisfactory to the Administrative Agent, providing such information (including, without limitation, credit contact information and wiring instructions) of the Assignee as the Administrative Agent may reasonably require.

5. Notes. On or prior to the Effective Date, Assignor shall deliver to the relevant Borrower any Note evidencing the Assigned Interest (the "Existing Note") subject to the conditions of Section 15.6.1 of the Credit Agreement.

6. General Provisions. This Assignment and Assumption is binding upon, and will inure to the benefit of, the parties to this Assignment and Assumption and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together will constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or email will be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption is governed by, and is to be construed in accordance with, the law of the State of New York, without regard to conflict-of-laws principles of such State (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law)

EXHIBIT 23

Amendment No. 1 to the Prepetition 2L Financing Agreement

Execution Version

AMENDMENT No. 1 TO CREDIT AGREEMENT

This AMENDMENT No. 1 TO THE CREDIT AGREEMENT (this "Amendment"), dated as of December 9, 2021, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a ***sociedad anónima de capital variable*** incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the Collateral Agent), and together with the Administrative Agent, the "Agents" and each, an "Agent".

RECITALS

WHEREAS, the Borrowers, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of November 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers have requested Kevin Johnston to join the Credit Agreement as an additional Lender and to make additional Loans to the Borrowers in an aggregate principal amount of up to U.S.$200,000.00, and the Lenders are agreeable to such request upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Amendments to Credit Agreement. Amendment is entered into in accordance with Section 15.1 of the Credit Agreement and constitutes an integral part of the Credit Agreement. Except as amended by this Amendment, the provisions of the Credit Agreement are in all respects ratified and confirmed and shall remain in full force and effect

Section 1.2 Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement (as amended by this Amendment) are used herein as therein defined, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement shall apply ***mutatis mutandis*** to this Amendment.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

Section 2.1 Amendments to Credit Agreement. Effective as of the Amendment No. 1 Effective Date (as defined below)

(a) the Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein.

(b) the Credit Agreement is hereby amended by replacing Annex A thereto with Exhibit B hereto; and

(c) the Credit Agreement is hereby amended by including Exhibit C hereto as new Exhibit K thereto.

ARTICLE III

JOINDER OF LENDER

Section 3.1 Joinder to Credit Agreement. Kevin Johnston hereby acknowledges, agrees and confirms that, by its execution and delivery of this Amendment, he agrees to become, and does hereby become a Lender under and for all purposes of the Credit Agreement, and shall have all of the obligations and rights of a Lender thereunder as if it had been an original party to the Credit Agreement. Any reference in any Loan Document (including this Amendment) to the Lenders shall be deemed to include Kevin Johnston

ARTICLE IV

CONDITIONS TO EFFECTIVENESS

Section 4.1 Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective upon the satisfaction of each of the following conditions (the date on which all such conditions precedent have been satisfied, the "Amendment No. 1 Effective Date"):

(a) The Administrative Agent and the Lenders shall have received a copy of this Amendment signed by the Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders;

(b) The Administrative Agent and the Lenders shall have received a fully executed copy of the Tranche E Note payable to the Tranche E Lender, in form and substance satisfactory to the Lenders;

(c) All representations and warranties set forth in Article V hereof are true and correct; and

(d) The Borrower Representative shall have delivered a Notice of Borrowing to Administrative Agent in respect of the Tranche E Loans in accordance with Section 2.2.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties. To induce the Administrative Agent and the Lenders to execute this Amendment, each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(a) the execution, delivery and performance of this Amendment by the Loan Parties has been duly authorized, and this Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as the enforceability may be limited by bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity;

(b) the execution, delivery and performance of this Amendment by each Loan Party does not require any consent or approval of any governmental agency or authority (other than (i) any consent or approval which has been obtained and is in full force and effect, or (ii) where the failure to obtain such consent would not reasonably be expected to result in a Material Adverse Effect);

(c) after giving effect to this Amendment and the transactions contemplated hereby, each of the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which case that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(d) after giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing or would result from the execution and effectiveness of this Amendment.

ARTICLE VI

RATIFICATION AND REAFFIRMATION

Section 6.1 Ratification and Reaffirmation. Each Loan Party hereby ratifies and confirms the Credit Agreement and each other Loan Document to which it is a party, each of which shall remain in full force and effect according to their respective terms, as amended hereby. In connection with the execution and delivery of this Amendment and the other Loan Documents delivered herewith, each Loan Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, obligor or in other similar capacities in which such Loan Party grants liens or security interests in its properties or otherwise acts as an accommodation party, guarantor, obligor or indemnitor or in such other similar capacities, as the case may be, in any case under any Loan Documents, hereby (a) ratifies, reaffirms, confirms and continues all of its payment and performance and other obligations, including obligations to indemnify, guarantee,

act as surety, or as principal obligor, in each case contingent or otherwise, under each of such Loan Documents to which it is a party, (b) ratifies, reaffirms, confirms and continues its grant of liens on, or security interests in, and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and (c) confirms and agrees that such liens and security interests secure all of the Obligations. Each Loan Party hereby consents to the terms and conditions of the Credit Agreement, as amended hereby. Each Loan Party acknowledges (i) that each of the Loan Documents to which it is a party remains in full force and effect, (ii) that each of the Loan Documents to which it is a party is hereby ratified, continued and confirmed, (iii) that any and all obligations of such Loan Party under any one or more such documents to which it is a party is hereby ratified, continued and reaffirmed, and (iv) that, to such Loan Party's knowledge, there exists no offset, counterclaim, deduction or defense to any obligations described in this Section 5. This Amendment shall not constitute a course of dealing with the Administrative Agent, the Collateral Agent or the Lenders at variance with the Credit Agreement or the other Loan Documents such as to require further notice by the Administrative Agent, the Collateral Agent or the Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Signatures; Effect of Amendment. By executing this Amendment, each of the Loan Parties is deemed to have executed the Credit Agreement, as amended hereby, as a Borrower and a Loan Party (or, in the case of the Intermediate Holdings and the Guarantors, solely as a Loan Party). All such Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders acknowledge and agree that (a) nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed, and (b) other than as expressly set forth herein, the obligations under the Credit Agreement and the guarantees, pledges and grants of security interests created under or pursuant to the Credit Agreement and the other Loan Documents continue in full force and effect in accordance with their respective terms and the Collateral secures and shall continue to secure the Loan Parties' obligations under the Credit Agreement (as amended hereby) and any other obligations and liabilities provided for under the Loan Documents. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Administrative Agent, the Collateral Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a novation of any of the Obligations under the Credit Agreement or obligations under the Loan Documents. This Amendment does not extinguish the indebtedness or liabilities outstanding in connection with the Credit Agreement or any of the other Loan Documents. No delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. None of the

terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 15.1 of the Credit Agreement.

Section 7.2 Counterparts. This Amendment may be executed electronically and in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

Section 7.3 Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

Section 7.4 Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

Section 7.5 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

Section 7.6 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Credit Agreement, or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as may be further amended, modified, restated, supplemented or extended from time to time.

Section 7.7 Governing Law. THIS AMENDMENT IS A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 7.8 Payment of Costs and Expenses. Each Loan Party, jointly and severally, agree pursuant to the terms of Section 15.5 of the Credit Agreement, to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Lenders incurred in connection with the transactions contemplated hereby (including Attorney Costs and Taxes) in connection with the preparation, execution and delivery of this Amendment and the other Loan Documents.

Section 7.9 Administrative Agent and Collateral Agent Instruction. Each Lender party hereto, through its execution of this Amendment, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Amendment.

[Signatures Immediately Follow]

The parties are signing this First Amendment to Credit Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),
a Delaware corporation

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE, LLC,
a Delaware limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

IT GLOBAL HOLDING LLC,
a Delaware limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

GUARANTORS:

AN GLOBAL LLC,
a Delaware limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

QMX INVESTMENT HOLDINGS USA, INC.,
a Delaware Corporation

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware corporation

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

GUARANTORS:

FACULTAS ANALYTICS, S.A.P.I. DE C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

FAKTOS INC, S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

CUARTO ORIGEN, S. DE R.L. DE C.V.,
a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

AGS ALPAMA GLOBAL SERVICES MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

ENTREPIDS TECHNOLOGY INC.,
a Delaware corporation

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

GUARANTORS:

ENTREPIDS MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos Fernandez
Title:

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company

By: QMX INVESTMENT HOLDINGS USA, INC., Member

DocuSigned by:
By:
EFB6625F71D744C...
Name: Jorge Pliego Seguin
Title: Treasurer

AN UX, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By:
EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

GUARANTORS:

AN EVOLUTION, S. DE R.L. DE C.V.,
a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AN DATA INTELLIGENCE, S.A. de C.V.,
a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

ANZEN SOLUCIONES, S.A. de C.V.,
a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

GUARANTORS:

AN USA,
a California corporation

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

AGILETHOUGHT SERVICIOS MÉXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

AGILETHOUGHT LLC,
a Florida limited liability company

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By:_____
Name:
Title: Andres Borrego
Attorney in fact

By:_____
Name:
Title: Manuel Ramos
Attorney in fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By:_____
Name:
Title: Andres Borrego
Attorney in fact

By:_____
Name:
Title: Manuel Ramos
Attorney in fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

MANUEL SENDEROS FERNANDEZ

By: DocuSigned by: Manuel Senderos 98F7D4207412499...

KEVIN JOHNSTON

By: DocuSigned by: 8B694ED22E4A433...

ADMINISTRATIVE AGENT:

GLAS USA LLC,

as Administrative Agent

By: _____

Name: LISHA JOHN

Title: VICE PRESIDENT

COLLATERAL AGENT:

GLAS AMERICAS LLC,

as Collateral Agent

By: _____

Name: LISHA JOHN

Title: VICE PRESIDENT

EXHIBIT A

[*Attached*]

EXHIBIT A

CREDIT AGREEMENT

dated as of November 22, 2021

by and among

AGILETHOUGHT, INC.

and

AGILETHOUGHT MEXICO, S.A. DE C.V.
as Borrowers,

AN GLOBAL LLC,

as Intermediate Holdings

CERTAIN OTHER LOAN PARTIES PARTY HERETO,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

GLAS USA LLC,
as Administrative Agent,

and

GLAS AMERICAS LLC,
as Collateral Agent

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT (as amended, modified, or supplemented from time to time, this "Agreement"), dated as of November 22, 2021 is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as the Collateral Agent for the Lenders, and together with the Administrative Agent, the "Agents" and each, an "Agent".

RECITALS

WHEREAS, the Borrowers have requested that the Lenders (as defined below) make Loans (as defined below) to provide the funds required to prepay existing Debt of the Loan Parties and for other general corporate purposes, as further provided herein, in the form of US Dollar denominated term loans and Mexican Peso denominated term loans to the Borrowers;

WHEREAS, the Lenders are willing to do so, but solely on the terms and conditions set forth in this Agreement;

WHEREAS, to secure the Loans and other Obligations, the Borrowers and the other Loan Parties are granting to the Collateral Agent, for the benefit of the Agents (as defined below) and Lenders, or directly to the Lenders in the case of the Mexican Collateral Agreements (as defined below), a security interest in and lien upon substantially all of the real and personal property of the Loan Parties; and

WHEREAS, this Agreement (and the indebtedness and obligations evidenced hereby) are subordinate in the manner, and to the extent, set forth in that certain subordination and intercreditor agreement dated as of November 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Reference Subordination Agreement") by and among Monroe Capital Management Advisors, LLC, as First Lien Agent for the First Lien Creditors and the Agents, as Second Lien Agents for the Second Lien Creditors, and acknowledged by the Credit Parties signatory thereto; and each Lender under this Agreement, by its acceptance hereof, shall be bound by the terms and provisions of the Reference Subordination Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. When used herein the following terms shall have the following meanings:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" is defined in the Guaranty and Collateral Agreement.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or a substantial portion of the assets of a Person, or of all or a substantial portion of any business or division of a Person, (b) the acquisition of in excess of 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

"Administrative Agent" means GLAS USA LLC in its capacity as administrative agent for the Lenders hereunder, and any successor thereto in such capacity.

"Affiliate" of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer, director, member, managing member or general partner of such Person (or of any Subsidiary of such Person) and (c) with respect to any Lender, any entity administered or managed by such Lender or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 5% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Unless expressly stated otherwise herein, neither Administrative Agent nor any Lender shall be deemed an Affiliate of any Loan Party. For purpose of the Loan Documents, unless otherwise agreed to by the Administrative Agent (acting at the written direction of the Required Lenders), the Equity Investors and their Affiliates shall be deemed Affiliates of, and holders of Equity Interests in, Ultimate Holdings.

"Agents" means Administrative Agent and Collateral Agent.

"Agents Fee Letter" means the fee letter dated as of November 22, 2021 among the Borrowers and Agents.

"Aggregate Commitments" means the Commitments of all the Lenders. The Aggregate Commitments of the Lenders on the Closing Date is (i) with respect to the Dollar Commitments, U.S.$7,500,000.00 *plus* the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date and (ii) with respect to the Peso Commitments, MXN198,446,203.

"AgileThought Earn-out Obligations" means the Earn-out Obligations due and payable under the Specified Acquisition Agreements.

"Amendment No. 1 Effective Date" has the meaning ascribed to such term in the Amendment No. 1 to the Credit Agreement.

"Amendment No. 1" means that certain Amendment No. 1 to Credit Agreement, dated as of December 9, 2021, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto as Lenders, the Administrative Agent and the Collateral Agent.

"Approved Fund" means (a) any Person (other than a natural Person) engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is advised, administered, or managed by a Lender, an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers, advises or manages a Lender), (b) with respect to any Lender that is an investment fund, any other investment fund that invests in loans and that is advised, administered or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor, and (c) any third party which provides "warehouse financing" to a Person described in clause (a) or (b) (and any Person described in said clause (a) or (b) shall also be deemed an Approved Fund with respect to such third party providing such warehouse financing).

"Asset Disposition" means the sale, lease, assignment, disposition, conveyance or other transfer for value by any Loan Party to any Person of any asset or right of such Loan Party (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to any Loan Party) condemnation, confiscation, requisition, seizure or taking thereof).

"Attorney Costs" means, with respect to any Person, all reasonable and documented out-of-pocket fees and charges of any counsel to such Person, and all court costs and similar legal expenses.

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

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

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Borrower Representative" means Ultimate Holdings.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.

"Business Interruption Proceeds" means cash proceeds received by any Loan Party pursuant to business interruption policies of insurance.

"Capital Expenditures" means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the Consolidated Group, including Capitalized Lease Obligations and Capitalized Software Development Costs, (only to the extent they would be treated as capital expenditures under GAAP) but excluding expenditures made in connection with the replacement, substitution, or restoration of assets to the extent financed (a) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (b) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (c) with assets traded or exchanged for that replacement, substitution, or restoration of assets, or (d) Net Cash Proceeds of Permitted Asset Dispositions that are permitted to be, and are, reinvested in accordance with Section 6.2.2(a).

"Capital Lease" means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of such Person.

"Capitalized Lease Obligations" means, as applied to any Person, all obligations under Capital Leases of such Person or any of its Subsidiaries, in each case taken at the amount thereof accounted for as liabilities on the balance sheet of such Person in accordance with GAAP.

"Capitalized Software Development Costs" means for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, all capitalized software development costs, as determined in accordance with GAAP.

"CARES Act" means, collectively, Title I of the Coronavirus Aid, Relief and Economic Security Act, as amended (including any successor thereto), any current or future regulations or official interpretations thereof or related thereto and any current and future guidance and rules published by the SBA.

"CARES Act Permitted Purposes" means, with respect to the use of proceeds of any PPP Loans, the purposes set forth in Section 1102 of the CARES Act and otherwise in compliance with all other provisions or requirements of the CARES Act.

"Cash Collateralize" means, with respect to any inchoate, contingent, or other Obligations, the delivery of cash with notice to Administrative Agent, as security for the payment of those Obligations, in an amount equal to with respect to any contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, Administrative Agent's good faith estimate of the amount due or to become due, including all fees and other amounts relating to those Obligations.

"Cash Equivalent Investment" means, at any time, (a) any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the United States Government or any agency thereof (and in the case of Loan Parties organized under the laws of Mexico, any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the government of that jurisdiction or any agency or instrumentality thereof), (b) commercial paper, maturing not more than one year from the date of issue, or corporate demand notes, in each case (unless issued by a Lender or its holding company) rated at least A-l by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business or P-l by Moody's Investors Service, Inc., (c) any certificate of deposit, time deposit or banker's acceptance, maturing not more than one (1) year after the date of issue, or any overnight federal funds transaction that is issued or sold by any Lender or its holding company (or by a commercial banking institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than U.S.$500,000,000) (or, in the case of any Loan Party organized under the laws of a jurisdiction other than the United States or any State thereof, that is issued or sold by any bank of recognized standing organized under the law of that jurisdiction), (d) any repurchase agreement entered into with any Lender (or commercial banking institution of the nature referred to in clause (c)) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender (or other commercial banking institution) thereunder, (e) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements and (f) other short term liquid investments approved in writing by the Required Lenders.

"Cash Formula Amount" means, as of any date of determination, the amount of all cash and Cash Equivalent Investments on such day owned by the Loan Parties and subject to a

Control Agreement (and not pledged to secure any Debt or otherwise subject to any Liens, other than the Obligations and the Liens of Administrative Agent under the Loan Documents, or otherwise restricted in any way). For the avoidance of doubt, the Cash Formula Amount shall not include all or any portion of the proceeds of the PPP Loans.

"Change in Law" means the adoption or phase-in of, or any change in, in each case after the date of this Agreement, any applicable law, rule, or regulation, or any change in the interpretation or administration of any applicable law, rule, or regulation by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, will, in each case, be deemed to have been adopted and gone into effect after the date of this Agreement.

"Change of Control" means the occurrence of any of the following events:

(A) Any "person or "group", but excluding the Permitted Holders, shall become the "beneficial owner" directly or indirectly, of more than 35.0% of the outstanding voting securities having ordinary voting power for the election of directors of Ultimate Holdings or the public company that Ultimate Holdings shall have merged with and into (the "Public Company"), unless the Permitted Holders shall have the right to appoint directors having more than 50.0% of the aggregate votes on the board of directors of Ultimate Holdings or the Public Company; or

(B) (a) Ultimate Holdings shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of Intermediate Holdings, (b) each of the Holdings Companies shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of AgileThought Mexico or any borrower under the Senior Credit Facility, (c) except to the extent expressly permitted under Section 11.4(i), any of IT Global Holding LLC and 4th Source, LLC shall cease to, directly or indirectly, (w) own and control 100% of each class of the outstanding Equity Interests of any of its Subsidiaries (other than Anzen Soluciones, S.A. de C.V. and AgileThought Digital Solutions, S.A.P.I. de C.V.), or (x) own and control 92% of each class of the outstanding Equity Interests of Anzen Soluciones, S.A. de C.V., (d) any sale of all or substantially all of the property or assets of any of the Loan Parties or their Subsidiaries, other than in a sale or transfer to a Loan Party, or (e) any "change of control" occurs under, and as defined in, any other Material Contract.

"Closing Date" means the first date upon which the conditions precedent set forth in Section 12 shall have been satisfied.

"Code" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Collateral" means the "Collateral" (as defined in the Guaranty and Collateral Agreement), the "Trust Estate" (as defined in each of the Mexican Security Trust, and the Mexican Administration Trust), and any and all other property now or hereafter securing any of the Obligations.

"Collateral Agent" means GLAS AMERICAS LLC in its capacity as collateral agent for the Lenders hereunder, and any successor thereto in such capacity.

"Collateral Documents" means, collectively, the Guaranty and Collateral Agreement, the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements, each Mortgage-Related Document, each Control Agreement, each pledge agreement, each Intellectual Property Security Agreement, and any other agreement or instrument pursuant to which any Loan Party, any Subsidiary thereof, or any other Person grants or purports to grant collateral to Collateral Agent for the benefit of Agents and the Lenders or, in the case of the Mexican Collateral Agreements, to the Lenders, or otherwise relates to any such collateral.

"Commitment" means a Dollar Commitment or a Peso Commitment, as the context may require.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

"Competitor" means any Person that is primarily engaged in the business of providing information technologies services, including, but not limited to, the implementation and integration of systems, support, consulting, maintenance, planning, and management of projects, design, and development of applications of the type made by the members of the Consolidated Group and their Subsidiaries.

"Compliance Certificate" means a Compliance Certificate in substantially the form of Exhibit A.

"Computation Period" means each period of four Fiscal Quarters ending on the last day of a Fiscal Quarter.

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

"Consolidated Group" means the Loan Parties and their Subsidiaries.

"Consolidated Net Income" means, with respect to the Consolidated Group for any period, the consolidated net income (or loss) thereof for such period, excluding (a) any gains (or losses) from Asset Dispositions realized thereby during such period, (b) any extraordinary gains (or losses) realized thereby during such period, (c) the income (or loss) of any member of the Consolidated Group during such period in which any other Person has a joint interest, except to the extent of the amount of cash dividends or other distributions actually paid in cash to that member of the Consolidated Group during that period, (d) the income (or loss) of any Person during that period and accrued prior to the date it becomes a member of the Consolidated Group or is merged into or consolidated with a member of the Consolidated Group or that Person's assets are acquired by a member of the Consolidated Group, (e) the income of any member of the Consolidated Group to the extent that the declaration or payment of dividends or similar distributions by that member of the Consolidated Group of that income is not at the time permitted by operation of the terms of its organizational documents, its governing documents, or any agreement, instrument, judgment, decree, order, statute, rule; or governmental regulation applicable to that member of the Consolidated Group, and (f) any gains from discontinued operations realized thereby during such period.

"Consolidated Total Assets" means, as of the date of any determination thereof, the aggregate book value of the total assets of the Consolidated Group calculated in accordance with GAAP on a consolidated basis as of such date.

"Contingent Liability" means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time, (b) guarantees the payment of dividends or other distributions upon the Equity Interests of any other Person, (c) undertakes or agrees (whether contingently or otherwise) (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received, (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation, (e) induces the issuance of, or is made in connection with the issuance of, any letter of credit for the benefit of such other Person, or (f) undertakes or agrees otherwise to assure a creditor against

loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount (or maximum permitted principal amount, if larger) of the indebtedness, obligation or other liability guaranteed or supported thereby.

"Control Agreement" means each deposit account control agreement or securities account control agreement, as applicable, entered into by, inter alios, a Loan Party or Subsidiary thereof, each depository institution or securities intermediary party thereto, and Collateral Agent in form and substance satisfactory to the Required Lenders in their discretion.

"Controlled Group" means all members of a controlled group of corporations, all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with any Loan Party or Subsidiary thereof, are treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

"Conversion Rate" means, as of any date, the Peso/Dollar exchange rate published by Banco de México in the Federal Official Gazette of Mexico (*Diario Oficial de la Federación*) as the rate "*para solventar obligaciones denominadas en moneda extranjera pagaderas en la República Mexicana*" (or any successor publication thereof of analogous import) on the Business Day immediately prior to the relevant calculation date, to be in effect on such calculation date; *provided* that, if Banco de México ceases to publish such exchange rate, the Conversion Rate shall equal the average of the Peso/Dollar exchange rates published by Credit Suisse AG (or the main offices of its subsidiaries located in Mexico, if not published by Credit Suisse AG) at the close of business on the Business Day immediately prior to the relevant calculation date (i.e., 24-hours forward), to be in effect on such calculation date.

"Credit Bid" is defined in Section 13.3.

"Debt" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, including, without limitation, the Loans, the Senior Credit Facility, and the Permitted Investor Debt, (b) all indebtedness of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all Capitalized Lease Obligations of such Person, (d) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business that are not more than 60 days past due), (e) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person; provided that if such Person has not assumed or otherwise become liable for such indebtedness, such indebtedness shall be measured at the fair market value of such property securing such indebtedness at the time of determination, (f) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn), bankers' acceptances and similar obligations issued for the account of such Person (including the Letters of Credit), (g) all Hedging Obligations of such Person (determined in accordance with the definition of "Hedging Agreement"), (h) all Contingent Liabilities of such Person, (i) all Debt of any partnership of which such Person is a general partner, (j) all non-compete payment obligations, earn-outs and similar obligations of such Person (including, without limitation, all Earn-out Obligations), (k) all monetary obligations under any receivables factoring, receivable sale, or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating

lease, off-balance sheet financing, or similar financing, and (l) any Equity Interests or other equity instrument (other than the Warrants and the Monroe Warrants, as the latter is defined in the Senior Credit Facility), whether or not mandatorily redeemable, that under GAAP is characterized as debt, whether pursuant to financial accounting standards board issuance No. 150 or otherwise.

"Default" means any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Loans within two Business Days of the date required to be funded by it under this Agreement; (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it under this Agreement within two Business Days of the date when due, unless the subject of a good faith dispute; (c) has, or has a parent company that has, (i) been deemed insolvent or become the subject of an Insolvency Proceeding, or (ii) become the subject of a Bail-In Action; (d) has notified any Borrower, the Administrative Agent, or any Lender that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit (unless that writing or public statement relates to that Lender's obligation to fund a Loan under this Agreement and states that that position is based on that Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, must be specifically identified in that writing or public statement) cannot be satisfied); or (e) has failed to confirm within three Business Days of a request by Administrative Agent that it will comply with the terms of this Agreement relating to its obligations to fund Loans.

"Deposit Account" or "Deposit Accounts" is defined in the UCC.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Dollar" and the sign "U.S.$" mean lawful money of the United States of America.

"Dollar Amount" means, at any time, for any Lender and for purposes of any determination required hereunder:

(a) with respect to any Dollar Commitment, the Dollar amount thereof as set forth on Annex A or in the Assignment Agreement pursuant to which such Commitment (or portion thereof) has been assigned;

(b) with respect to any Dollar Loan, the principal amount of, and interest on, such Loan then outstanding, expressed in Dollars;

(c) with respect to any Peso Commitment, the Dollar equivalent determined using the Peso/Dollar Reference Exchange Rate of the amount of such Peso Commitment

as set forth on Annex A or in the Assignment Agreement pursuant to which a Lender shall have assumed its Peso Commitment, as applicable; and

(d) with respect to any Peso Loan, the principal amount of, and interest on, such Loan then outstanding, expressed as the Dollar equivalent amount thereof determined using the Peso/Dollar Reference Exchange Rate.

"Dollar Commitment" means, as to each Dollar Lender, its obligation to make Dollar Loans to the Borrower pursuant to Section 2.1(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Dollar Lender's name on Annex A or in the Assignment Agreement pursuant to which such Dollar Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Dollar Equivalent" means, with respect to any monetary amount in Pesos, the amount, determined by reference to the Conversion Rate as of any date of determination, of Dollars that could be purchased with such amount of Pesos on such date.

"Dollar Lender" means at any time, (a) any Lender that has a Dollar Commitment at such time and (b) if the Commitments of the Dollar Lenders to make Dollar Loans have been terminated pursuant to Section 6.1 or Section 6.2 or if the Aggregate Commitments have expired, any Lender that holds a Dollar Loan at such time.

"Dollar Loan" means a Tranche A-1 Loan, a Tranche B-1 Loan, a Tranche C Loan ~~and/or~~, a Tranche D Loan~~,~~ and/or Tranche E Loan as the context may require.

"Domestic Borrower" means each Borrower which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Domestic Subsidiary" means each Subsidiary which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Earn-out Obligations" means the aggregate outstanding amount under all seller notes, earn-outs or obligations of all Loan Parties and their Subsidiaries (other than customary purchase price adjustments or indemnification obligations) in connection with any Acquisitions.

"EBITDA" means, for the Consolidated Group for any period, in each case as determined in accordance with GAAP, Consolidated Net Income thereof for such period plus, to the extent deducted in determining such Consolidated Net Income for such period, the sum of:

(a) Interest Expense thereof during such period;

(b) Permitted Tax Distributions made thereby during such period;

(c) provisions for income and franchise Taxes payable by the Loan Parties and their Subsidiaries for such period;

(d) depreciation and amortization incurred thereby during such period;

(e) non-cash compensation expense, or other non-cash expenses or charges, incurred thereby during such period arising from the granting of stock options, stock appreciation rights or similar equity arrangements;

(f) all extraordinary or non-recurring non-cash expenses, losses or charges thereof during such period;

(g) non-recurring cash restructuring expenses in an aggregate amount not to exceed, in any period, the greater of (i) U.S.$500,000 and (ii) 7.5% of EBITDA for the most recently concluded Computation Period for which financial statements were delivered or were required to be delivered in accordance with Section 10.1.2;

(h) losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount not to exceed U.S.$1,000,000 during such period;

(i) all losses or charges relating to the Hedging Agreements during such period; and

(j) the actual amount of reasonable and documented out-of-pocket fees, costs and expenses paid thereby during such period in connection with Ultimate Holdings' SPAC transaction, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $15,800,000;

minus, to the extent included in determining such Consolidated Net Income (but without duplication), (i) all extraordinary or non-recurring non-cash gains or profits thereof during such period (including, without limitation, gains attributable to any cancellation of indebtedness in connection with the forgiveness of any PPP Loans), (ii) all gains relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount in the case of this clause (ii) not to exceed U.S.$1,000,000 during such period and (iii) all gains or profits relating to the Hedging Agreements during such period; provided that, if during such period, any Borrower shall have engaged in any Permitted Acquisition, EBITDA of the Consolidated Group for such period shall be calculated on a pro forma basis to give effect to such Permitted Acquisition as if such Permitted Acquisition had occurred on the first day of such period.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority; (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition; or (c) any financial institution established

in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

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

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

"Eligible Assignee" means:

(a) (i) any Lender, (ii) any Affiliate of a Lender, and (iii) any Approved Fund; and

(b) any other Person (other than a natural person) that is neither (i) a Competitor, nor (ii) designated by the Borrowers as a "Disqualified Institution" by written notice delivered to the Administrative Agent on or prior to the Closing Date.

"Environmental Claims" means all claims, however asserted, by any governmental, regulatory or judicial authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for the release of Hazardous Substances or injury to the environment.

"Environmental Laws" means all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

"Equity Interests" means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital, whether now outstanding or issued or acquired after the date of this Agreement, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations or any other equivalent of such ownership interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time and the regulations issued from time to time thereunder.

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

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

"Excess Availability" means, as of any date of determination, the amount equal to the amount then available to be drawn under the revolving credit facility provided for by the Senior Credit Facility minus the aggregate amount, if any, of all trade payables of the Borrowers and their Subsidiaries aged in excess of 60 days past their applicable due date and all book overdrafts of Loan Parties and their Subsidiaries in excess of historical practices with respect thereto, in each case as determined by the Required Lenders in their discretion.

"Excess Cash" means, as of any date of determination, the positive difference (if any) between (A) cash on hand of the Loan Parties, as of such date of determination (calculated after giving effect to any payment due hereunder on such date) and (B) U.S.$10,000,000.

"Excluded Deposit Accounts" means, collectively, each Deposit Account of a Loan Party or Subsidiary thereof (a) the balance of which consists exclusively of (i) withheld income taxes and federal, state or local employment taxes required to be paid to the Internal Revenue Service or state or local government agencies with respect to employees of any Loan Party and (ii) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3 102 on behalf of or for the benefit of employees of any Loan Party, (b) that constitutes (and the balance of which consists solely of funds set aside in connection with) a segregated payroll account, trust accounts, and accounts dedicated to the payment of accrued employee benefits, medical, dental and employee benefits claims to employees of any Loan Party, and (c) that contains less than U.S.$25,000 at all times (provided that if at any time all such Deposit Accounts contain, collectively, more than U.S.$100,000, none of such Deposit Accounts shall be Excluded Deposit Accounts).

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that (a) in each case is organized under the laws of jurisdiction outside of the United States of America and Mexico and (b) which, as of the Closing Date and thereafter, as of the last day of the most recently ended Fiscal Quarter, when taken together with all other Excluded Foreign Subsidiaries, have not, in the aggregate contributed (i) greater than five percent (5%) of the EBITDA of the Loan Parties and their Subsidiaries for the period of four consecutive Fiscal Quarters then most recently ended or (ii) greater than five percent (5%) of Consolidated Total Assets of the Loan Parties and their Subsidiaries as of such date; provided that, if at any time the aggregate amount of that portion of EBITDA or Consolidated Total Assets of all Subsidiaries that are not Loan Parties exceeds five percent (5%) of EBITDA for any such period or five percent (5%) of Consolidated Total Assets

as of the end of any such period, the Borrower Representative (or, in the event the Borrower Representative has failed to do so within five (5) days, the Administrative Agent acting at the written direction of the Required Lenders) shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of EBITDA or Consolidated Total Assets held by Excluded Foreign Subsidiaries to equal or be less than five percent (5%) of EBITDA or Consolidated Total Assets, as applicable, and such designated Subsidiaries shall for all purposes of this Agreement constitute non-Excluded Foreign Subsidiaries on and after the date of such designation and the Borrower Representative shall cause all such Subsidiaries so designated to become a Borrower or a Guarantor in the Required Lender's discretion, and delivers all applicable Loan Documents in accordance with Section 10.9. No Loan Party may be designated (or re-designated) as an Excluded Foreign Subsidiary. For the avoidance of doubt no Borrower or Loan Party shall constitute an Excluded Foreign Subsidiary.

"Excluded Swap Obligation" means, with respect to any Loan Party, each Swap Obligation as to which, and only to the extent that, such Loan Party's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Loan Party does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Loan Party and all guarantees of Swap Obligations by other Loan Parties) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Loan Party.

"Excluded Taxes" means, with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made to any Agent, any Lender, or any other Person pursuant to the terms of this Agreement, the following: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of that Person being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing that Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) Taxes attributable to that Person's failure to comply with Section 7.6.5 or Section 7.6.8, other than any such failure resulting from a Non-U.S. Lender being unable to obtain the required documentation and forms from its partners or other beneficial owners after using its best efforts to do so; and (c) any withholding Taxes imposed under FATCA.

"Extend Solutions Earn-out Obligations" means the Permitted Earn-out Obligations payable to Extend Solutions, S.A. de C.V., Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, Jose Antonio Torrero Diez and Jorge Ricardo Monterrubio López in an aggregate amount not exceeding U.S.$1,710,522.00.

"Exitus Borrower" shall mean AgileThought Digital Solutions S.A.P.I. de C.V. (f/k/a North American Software, S.A.P.I. de C.V.), formed under the laws of Mexico.

"Exitus Debt Noteholder" shall mean Exitus Capital, S.A.P.I. DE C.V. SOFOM ENR.

"Exitus Debt Promissory Note" shall mean that certain Promissory Note, dated as of and as in effect on the Amendment No. 6 Effective Date (as defined in the Senior Credit Facility), by and between Exitus Borrower and the Exitus Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Administrative Agent (acting at the instruction of the Required Lenders), in its discretion.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Loan Party not in the ordinary course of business consisting of: (a) pension plan reversions, (b) proceeds of insurance (other than, for avoidance of doubt, Business Interruption Proceeds), (c) litigation proceeds, judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than with respect to reimbursement of third party claims), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (other than with respect to reimbursement of third party claims), (f) amounts received in respect of indemnity obligations of any party or purchase price, working capital, and other monetary adjustments in connection with the Specified Acquisition Transactions or any other Acquisition, (g) amounts received in connection with or as proceeds from representation and/or warranty insurance in connection with the Specified Acquisition Transactions or any other Acquisition, net of any reasonable and documented legal and accounting expenses and taxes paid in cash by the Loan Parties as a result thereof, (h) foreign, Mexican, United States, state or local tax refunds to the extent not included in the calculation of EBITDA (other than refunds of value-added or similar taxes received in the ordinary course of business), and (i) upon repayment in full of the Senior Credit Facility, any excess Net Cash Proceeds resulting from the offering of securities or the execution of transactions for the purpose of refinancing, in whole or in part, directly or indirectly, in one or a series of transactions, Debt of any Borrower or Guarantor.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year, which period is the 3-month period ending on the last day of each of March, June, September, and December of each year.

"Fiscal Year" means the fiscal year of Loan Parties and their Subsidiaries, which period shall be the 12-month period ending on December 31 of each year.

"Fixed Charge Coverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the ratio of (a) the total for such Computation Period of (i) EBITDA thereof, minus (ii) Permitted Tax Distributions (or other provisions for Taxes based on income) made thereby during such Computation Period, minus (iii) all unfinanced Capital Expenditures made thereby in such Computation Period, to (b) Fixed Charges.

"Fixed Charges" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the sum of, without duplication, (a) cash Interest Expense thereof in such Computation Period, plus (b) scheduled principal payments of Debt thereof (including (i) the loans under the Senior Credit Facility, (ii) the Loans to the extent any such payments thereof would constitute "Permitted Second Lien Debt Payments" under the Senior Credit Facility, (iii) scheduled principal payments of, and any interest and fees actually paid in such Computation Period with respect to, the Permitted Investor Debt, and (iv) any Earn-out Obligations, including, without limitation, all Permitted Earn-out Obligations (other than the Permitted Earn-out Obligations paid out of funds on deposit in the Segregated Account), but excluding (x) the revolving loans under the Senior Credit Facility, and (y) scheduled payments of principal required to paid pursuant to Section 6.4.2 thereof during the Modified Amortization Period (as such term is defined in the Senior Credit Facility)) in such Computation Period, and (z) the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility; provided that, for the avoidance of doubt, any Permitted Earn-out Obligation shall be excluded from Fixed Charges to the extent that, as of any date of determination, the Payment Conditions with respect to such Permitted Earn-Out Obligation are not satisfied as of such date (after giving *pro forma* effect to such payment).

"Foreign Subsidiary" means each Subsidiary (i) organized under the laws of a jurisdiction other than the United States of America or any state thereof or District of Columbia, and (ii) that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"Funded Debt" means, as to any Person at a particular time, without duplication, whether or not included as indebtedness or liabilities in accordance with GAAP, all Debt of such Person that matures more than one year from the date of its creation (or is renewable or extendible, at the option of such Person, to a date more than one year from that date). For the avoidance of doubt, all of the Obligations and all Subordinated Debt shall constitute Funded Debt.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and

authority within the U.S. accounting profession) and the SEC, which are applicable to the circumstances as of the date of determination.

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

"Guarantor" means Intermediate Holdings and each other Person that guarantees any of the Obligations, including, without limitation, 4th Source, LLC, IT Global Holding LLC, QMX Investment Holdings USA, INC, AgileThought Digital Solutions S.A.P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), 4TH Source Holding Corp., Facultas Analytics, S.A.P.I. de C.V., Faktos Inc, S.A.P.I. de C.V., Cuarto Origen, S. de R.L. de C.V., 4th Source Mexico, LLC, AGS Alpama Global Services Mexico, S.A de C.V., Entrepids Technology INC., Entrepids Mexico, S.A. de C.V., AGS Alpama Global Services USA, LLC., AN UX, S.A de C.V., AN Evolution, S. de R.L. de C.V., AN Data Intelligence, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN USA, AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), AgileThought Servicios Administrativos, S.A de C.V. (formerly known as Nasoft Servicios Administrativos, S.A. de C.V.) and AgileThought, LLC. For the avoidance of doubt, no Excluded Foreign Subsidiary shall be a Guarantor.

"Guaranty" means each guaranty executed and delivered by any Guarantor, together with any joinders thereto and any other guaranty agreement executed by a Guarantor, in each case in form and substance satisfactory to the Required Lenders in their discretion. The Guaranty and Collateral Agreement and the Mexican Collateral Agreements are a Guaranty.

"Guaranty and Collateral Agreement" means the Guaranty and Collateral Agreement to be entered into by each Loan Party and the Collateral Agent, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to the Required Lenders in their discretion.

"Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law.

"Hedging Agreement" means any interest rate, currency or commodity swap agreement, cap agreement, collar agreement, spot foreign exchange, forward foreign exchange, foreign exchange option (or series of options) and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Hedging Obligations" means, with respect to any Person, any liabilities of such Person under any Hedging Agreement determined (a) for any date on or after the date that Hedging Agreement has been closed out and termination value determined in accordance therewith, using that termination value; and (b) for any date prior to the date referenced in clause (a), using the amount determined as the mark-to-market value for that Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in that Hedging Agreement (which may include a Lender or any Affiliate of a Lender).

"Holding Companies" means Ultimate Holdings and Intermediate Holdings.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made by or on account of any obligation of any Loan Party under any Loan Document.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of a Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, *concurso mercantil*, *quiebra*, debtor relief, or debt adjustment law (including, but not limited to, the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*)), (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for that Person or any part of its property, or (c) an assignment or trust mortgage for the benefit of creditors

"Intellectual Property Security Agreement" is used as defined in the Guaranty and Collateral Agreement.

"Interest Expense" means, for any period, the consolidated interest expense of the Consolidated Group for such period (including all imputed interest on Capital Leases).

"Interest Payment Date" means, as to any Loan, (i) the 15th day of each March, June, September and December to occur while such Loan is outstanding (or if any such day is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.

"Intermediate Holdings" has the meaning ascribed to such to such term in the preamble to this Agreement.

"International Financial Reporting Standards" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as the same may be amended or supplemented from time to time.

"Inventory" is defined in the UCC.

"Investor Debt Noteholder" shall mean AGS Group, LLC.

"Investor Debt Promissory Note" shall mean that certain Subordinated Promissory Note, dated as of and as in effect on June 24, 2021, by and between Ultimate Holdings and the Investor Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Lenders, in their discretion.

"Investment" means, with respect to any Person, any investment in another Person, whether by (a) acquisition of any debt or Equity Interest, (b) making any loan or advance (including, without limitation, any loan or advance to any Subsidiary or Affiliate), (c) becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person (other than travel and similar advances to employees in the ordinary course of business), or (d) making an Acquisition.

"IPO" means any underwritten public offering of Equity Interests of Ultimate Holdings.

"IRS" means the Internal Revenue Service.

"Lender" means the Tranche A-1 Lender, the Tranche A-2 Lender, the Tranche B-1 Lender, the Tranche B-2 Lender, the Tranche C Lender, Tranche D Lender and/or the Tranche ~~D~~E Lender, as the context may require.

"Lien" means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

"Liquidity" means, on any date of determination, the sum of (a) Excess Availability, plus (b) the Cash Formula Amount.

"LIVK" means LIV Capital Acquisition Corp., a Cayman Islands exempted company.

"Loan" means a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Lender, a Tranche C Loan, a Tranche D Loan and/or a Tranche ~~D~~E Loan, as the context may require.

"Loan Documents" means this Agreement, the Notes, the Agents Fee Letter, each Perfection Certificate, the Mexican Loan Documents, the Collateral Documents, the Reference Subordination Agreement, any Subordination Agreements (including the Master Intercompany Note), and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Loan Party" means, collectively (a) Intermediate Holdings, (b) the Borrowers, (c) each Subsidiary of Ultimate Holdings or any Borrower that is not an Excluded Foreign Subsidiary, and (d) each other Person (including without limitation each Guarantor) that (i) executes a joinder agreement to this Agreement as a Loan Party in the form of Exhibit B, (ii) is liable for payment of any of the Obligations, or (iii) has granted a Lien in favor of Collateral Agent or the Lenders on its assets to secure any of the Obligations.

"Margin Stock" means any "margin stock" as defined in Regulation U.

"Master Intercompany Note" means a demand promissory note made by and among the Loan Parties and their Subsidiaries, substantially in the form of Exhibit C, and acceptable to the Required Lenders, in their reasonable discretion.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, prospects, profitability or properties of the Loan Parties taken as a whole, (b) a material impairment of the ability of any Loan Party to perform any of the Obligations under any Loan Document, (c) a material adverse effect upon any substantial portion of the Collateral under the Collateral Documents or upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document, or (d) a material impairment of the ability of Collateral Agent or the Lenders to enforce or collect any Obligations or to realize upon any Collateral.

"Material Contract" means, with respect to any Person, (a) each of the Specified Acquisition Agreement, (b) each contract or agreement to which such Person or any of its Subsidiaries is a party, which individually or in the aggregate comprise at least 10% of the gross revenues of the Consolidated Group, taken as a whole, over the most recently ended Computation Period, (c) each contract or agreement to which such Person or any of its Subsidiaries is a party (i) that relates to any Subordinated Debt, (ii) consisting of a Hedging Obligations in an amount that exceeds $500,000, or (iii) that relates to any other Debt in an aggregate amount of $500,000 or more (other than the Loan Documents), (d) the Senior Credit Facility, and (f) each contract or agreement to which such Person or any of its Subsidiaries is a party, the breach, nonperformance, cancellation, failure to renew, or loss of which could reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means, the Tranche A-1 Maturity date, the Tranche A-2 Maturity Date, the Tranche B-1 Maturity Date, the Tranche B-2 Maturity Date, the Tranche C Maturity Date, the Tranche D Maturity Date and/or the Tranche ~~D~~E Maturity Date, as the context may require.

"Mexican Administration Trust" means that certain Administration and Source of Payment Trust Agreement with identification number No. F/3272 (*Contrato de Fideicomiso Irrevocable de Administración y Fuente de Pago No. F/3272*), dated November 9, 2017,

including its exhibits, as amended and restated on the Closing Date, and as further amended from time to time.

"Mexican Administration Trust Amendment and Reaffirmation Agreement" means the amendment, acknowledgement and reaffirmation agreement to the Mexican Administration Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids Mexico, S.A. de C.V., as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC. as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Manuel Senderos Fernández and Mauricio Garduño González, as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Collateral Agreements" means, collectively, the Mexican Administration Trust and the Mexican Security Trust.

"Mexican Collateral Amendment and Reaffirmation Agreements" means, collectively, the Mexican Administration Trust Amendment and Reaffirmation Agreement and the Mexican Security Trust Amendment and Reaffirmation Agreement.

"Mexican Loan Documents" means the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Mexican Security Trust" means certain Security Trust Agreement with identification number No. F/3757 (*Contrato de Fideicomiso Irrevocable de Garantía No. F-3757*), dated November 15, 2018, including its exhibits, as amended from time to time. Into this trust the settlors contribute all the shares and equity interests of Mexican Subsidiaries (except for one share or equity interest in each Mexican Subsidiary), and all the intellectual property duly registered, or in the process of registration, in their name before the Mexican Institute of Property.

"Mexican Security Trust Reaffirmation Agreement" means the acknowledgement and reaffirmation agreement to the Mexican Security Trust to be entered by and among (i)

AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids México S.A. de C.V., Cuarto Origen, S. de R.L. de C.V., AN Evolution, S. de R.L. de C.V., Invertis, S.A. de C.V., QMX Investment Holding USA, Inc., IT Global Holding LLC, AgileThought Mexico, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), Entrepids Technology Inc., 4th Source, LLC, as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC., as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, Manuel Senderos Fernández and Mauricio Garduño González as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Subsidiaries" means, collectively, the Subsidiaries incorporated under the laws of Mexico.

"Mexico" means the United Mexican States.

"Mortgage" means a mortgage, deed of trust or similar instrument granting Collateral Agent or the Lenders a Lien on fee owned real property of any Loan Party.

"Mortgage-Related Documents" means with respect to any real property subject to a Mortgage, the following, in form and substance satisfactory to the Required Lenders in their discretion: (a) an ALTA Loan Title Insurance Policy (or binder therefor) covering Collateral Agent' or the Lenders', as applicable, interest under the Mortgage, in a form and amount and by an insurer acceptable to the Required Lenders, which must be fully paid on that effective date; (b) copies of all documents of record concerning such real property as shown on the commitment for the ALTA Loan Title Insurance Policy referred to above; (c) all assignments of leases, estoppel letters, attornment agreements, consents, waivers, and releases as the Required Lenders reasonably require with respect to other Persons having an interest in the real estate; (d) a current, as-built survey of the real estate, containing a metes-and-bounds property description and certified by a licensed surveyor acceptable to the Required Lenders, in their discretion; (e) a life-of-loan flood hazard determination and, if the real estate is located in a flood plain, an acknowledged notice to borrower and flood insurance in an amount, with endorsements and by an insurer acceptable to the Required Lenders; (f) a current appraisal of the real estate, prepared by an appraiser acceptable to the Required Lenders, and in form and substance satisfactory to the Required Lenders in their discretion; (g) an environmental assessment, prepared by

environmental engineers acceptable to the Required Lenders and accompanied by all reports, certificates, studies, or data as the Required Lenders reasonably require (including, without limitation, "Phase II" reports), which must all be in form and substance satisfactory to the Required Lenders in their discretion; and (h) an environmental agreement and all other documents, instruments, or agreements as the Required Lenders in their discretion require with respect to any environmental risks regarding the real estate, in form and substance satisfactory to the Required Lenders, in their discretion.

"Multiemployer Pension Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Borrower or any other member of the Controlled Group may have any liability.

"Net Cash Proceeds" means:

(k) with respect to any Asset Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party or Subsidiary thereof pursuant to such Asset Disposition net of (i) the direct costs relating to that sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by Borrowers to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), and (iii) amounts required to be applied to the repayment of any Debt secured by a Lien on the asset subject to that Asset Disposition (other than the Loans).

(l) with respect to any issuance of Equity Interests, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates relating to such issuance (including sales and underwriters' commissions); and

(m) with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates of such issuance (including up-front, underwriters' and placement fees).

"Note" or "Notes" means a Tranche A-1 Note, a Tranche A-2 Note, a Tranche B-1 Note, a Tranche B-2 Note, a Tranche C Note, a Tranche D Note and/or a Tranche ~~D~~E Note, as the context may require.

"Obligations" means all obligations (monetary (including post-petition interest, default-rate interest, fees, and expenses, allowed or not in an Insolvency Proceeding) or otherwise) of any Loan Party under this Agreement and any other Loan Document, including Attorney Costs and Reimbursement Obligations, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Notwithstanding the foregoing, the Obligations shall not include any Excluded Swap Obligations.

"OFAC" is defined in Section 9.30.

"Operating Lease" means any lease of (or other agreement conveying the right to use) any real or personal property by any Loan Party, as lessee, other than any Capital Lease.

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

"Outstanding Balance" means the balance of the Senior Credit Facility outstanding as of the date hereof, which, for purposes of clarity is U.S.$70,900,000.

"Payment Conditions" means, with respect to any Permitted Investor Debt Payment or Permitted Earn-out Payment, that (a) no Event of Default has occurred and is continuing or would be caused by the making thereof, and (b) after giving *pro forma* effect to that payment, (i) Liquidity exceeds U.S.$5,000,000 and (ii) as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1.2, the Consolidated Group shall be in *pro forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period.

"Payment in Full" means either (i), (a) the payment in full in cash of all Loans and other Obligations, other than contingent indemnification obligations for which no claims have been asserted, (b) the termination of all Commitments, (c) the Cash Collateralization of all contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, and (d) the release of any claims of the Loan Parties against Agents and Lenders arising on or before the payment date, or (ii) the conversion by each Lender of all of the Outstanding Obligations (as defined in Article XVIII) owed to such Lender pursuant to Article XVIII. "Paid in Full" shall have a correlative meaning.

"PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"Pension Plan" means a "pension plan," as that term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA or the minimum funding standards of ERISA (other than a Multiemployer Pension Plan), and as to which any Borrower or any Subsidiary (including any contingent liability of any member of Borrowers' Controlled Group) may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Perfection Certificate" means a perfection and "know your customer" certificate executed and delivered to Administrative Agent by a Loan Party on or prior to the Closing Date.

"Permits" means, with respect to any Person, any permit, approval, clearance, consent, authorization, license, registration, accreditation, certificate, certification, certificate of need, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject.

"Permitted Acquisition" means any Acquisition by any Borrower, where:

(n) the business or division acquired are for use, or the Person acquired (i) is engaged, in the businesses engaged in by Loan Parties and their Subsidiaries on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto, (ii) generated positive *pro forma* earnings before interest, taxes, depreciation and amortization for each of the twelve (12) calendar months preceding the Acquisition (as determined by a calculation reasonably acceptable to the Required Lenders) and (iii) is, in the case of a business or division, located in the United States or Mexico, or, in the case of a Person, organized under the laws of a state of the United States or Mexico;

(o) immediately before and after giving effect to the Acquisition, no Default or Event of Default has occurred and is continuing,

(p) no Debt or Liens are assumed or incurred, other than Specified Permitted Debt or any Permitted Liens;

(q) the aggregate consideration (cash and non-cash) to be paid by the Loan Parties (including any Debt incurred in connection therewith, the maximum amount payable in connection with any deferred purchase price obligation, including any Earn-out Obligations, and the value of any Equity Interests of any Loan Party issued to the seller in connection with that Acquisition) in connection with (i) such Acquisition (or any series of related Acquisitions) is less than U.S.$20,000,000 and (ii) all Acquisitions occurring after the Closing Date, is less than U.S.$50,000,000; provided that with respect to any Acquisition no more than U.S.$14,000,000 in cash shall be paid as the initial consideration of such Acquisition.

(r) (i) as of the last day of the most recent calendar month for which financial statements have been delivered to Administrative Agent under and in accordance with Section 10.1.2 and after giving effect to such Acquisition, the Consolidated Group is in *pro forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period (calculated as if such Acquisition had occurred on the last day of such Computation Period) as of the last day of the most recent fiscal quarter for which financial

statements have been (or were required to be) delivered hereunder and calculated on a pro forma basis as if such Acquisition had been made on such day, the Total Leverage Ratio of the Consolidated Group was no greater than the Total Leverage Ratio required at such time pursuant to Section 11.12.2 if the numerator of such ratio required at such time was less 0.25, and (ii) after giving effect to such Acquisition, the average Liquidity over the preceding 30 day calendar period, calculated as if the Acquisition had occurred on the first day of such period, is greater than U.S.$5,000,000;

(s) in the case of the Acquisition of any Person, the board of directors or similar governing body of such Person has approved such Acquisition;

(t) not less than 10 Business Days prior to that Acquisition (or any later date approved by the Required Lenders in their discretion), Administrative Agent has received an acquisition summary with respect to the Person and/or business, division or assets to be acquired, which summary must include a reasonably detailed description thereof (including financial information) and operating results (including financial statements for the most recent 12-month period for which they are available and as otherwise available), the terms and conditions, including economic terms, of the proposed Acquisition, and Borrowers' calculation of pro forma EBITDA relating thereto, certificated by the Chief Financial Officer of the Borrower Representative and supported by a quality of earnings report reasonably satisfactory to the Required Lenders;

(u) not less than 5 calendar days prior to that Acquisition (or any later date approved by the Required Lenders in their sole discretion), Administrative Agent has received complete drafts of each material document, instrument and agreement to be executed in connection with that Acquisition together with all lien search reports and lien release letters and other documents the Required Lenders reasonably requires to evidence the termination of Liens on the assets, business, or division to be acquired;

(v) the execution versions of all of the documents referenced in clause (h) shall not have materially changed from the drafts provided pursuant to clause (h);

(w) consents have been obtained in favor of Collateral Agent or the Lenders, as applicable, to the collateral assignment of rights and indemnities under the related Acquisition documents and opinions of counsel for the Loan Parties and (if delivered to any Loan Party) the selling party in favor of Collateral Agent or the Lenders, as applicable, have been delivered;

(x) Borrower Representative has provided Administrative Agent with *pro forma* forecasted balance sheets, profit and loss statements, and cash flow statements of the Consolidated Group, all prepared on a basis consistent with the historical financial statements of the Consolidated Group, subject to adjustments to reflect projected consolidated operations following the Acquisition;

(y) Borrower Representative has provided Administrative Agent with reasonable calculations evidencing that on a *pro forma* basis created by adding the historical combined financial statements of the Consolidated Group (including the combined financial statements of any other Person or assets that were the subject of a prior Permitted Acquisition during the relevant period) to the historical consolidated financial statements of the entity to be acquired (or the historical financial statements related to the division, business or assets to be acquired) pursuant to the Acquisition, subject to adjustments to reflect projected consolidated operations following the Acquisition, the Consolidated Group is projected to be in compliance with the financial covenants set forth in Section 11.12 for each of the four Fiscal Quarters ended one year after the proposed date of consummation of that Acquisition;

(z) the provisions of Section 10.9 have been satisfied, including, without limitation, simultaneously with the closing of such Acquisition, by having the target company (if such Acquisition is structured as a purchase of equity) or the Loan Party (if such Acquisition is structured as a purchase of assets or a merger and a Loan Party is the surviving entity) execute and deliver to Administrative Agent (but in any case subject to the terms and conditions of the Reference Subordination Agreement), (i) such documents necessary to grant to Collateral Agent or the Lenders, as applicable, a first priority Lien (subject only to Permitted Liens and to the Reference Subordination Agreement), in all of the assets of such target company or surviving company, and their respective Subsidiaries, each in form and substance satisfactory to the Required Lenders in their discretion, and (ii) an unlimited Guaranty of the Obligations, or at the option of the Required Lenders in their discretion, a joinder agreement in the form of Exhibit B in their discretion in which such target company or surviving company, and their respective Subsidiaries become, Loan Parties under this Agreement and assume primary, joint and several liability for the Obligations;

(aa) if the Acquisition is structured as a merger, a Loan Party is the surviving entity (or if a Borrower is a party to the Acquisition, a Borrower);

(ab) to the extent readily available to Borrowers, Borrower Representative has provided the Required Lenders with all other information with respect to that Acquisition as reasonably requested by Administrative Agent (including, without limitation, if reasonably requested by the Required Lenders, one or more third-party due-diligence reports and quality-of-earnings reports); and

(ac) Borrower Representative delivers to Administrative Agent, no later than 5 Business Days prior to the Acquisition, a certificate signed by a Senior Officer of Borrowers and in form and substance satisfactory to the Required Lenders in their discretion stating that the Acquisition is a "Permitted Acquisition" and demonstrating compliance with the foregoing requirements.

"Permitted Asset Disposition" (a) the sale or lease of Inventory in the ordinary course of business and dispositions of Inventory that is unmerchantable or unsaleable, in the

ordinary course of business, (b) the disposition of surplus, worn-out or obsolete Equipment in the ordinary course of business, (c) the disposition of past-due Accounts in connection with the compromise, settlement or collection thereof in the ordinary course of business, (d) the disposition of cash and Cash Equivalent Investments in the ordinary course of business and for fair market value, (e) Permitted Investments and Permitted Tax Distributions, (f) the transfer of property by a Subsidiary of a Loan Party or a Loan Party to another Loan Party (other than Intermediate Holdings), (g)(i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property in the ordinary course of business, and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business, (h) the licensing of intellectual property pursuant to non-exclusive licenses entered into in the ordinary course of business and not interfering in any material respect with the ordinary course of business of the Borrowers taken as a whole, (i) the lapse, abandonment, or disposition, in the ordinary course of business, of any intellectual property rights that are no longer material to the conduct of the business of the Loan Parties, or expiration of any patent or copyright in accordance with its statutory term, (j) Permitted Factoring Dispositions; (k) any disposition of AGS Alpama Global Services UK Ltd. and any disposition of Alpama Global Services SLU (including its branch in Portugal), and (l) the sale or other disposition of other assets, in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 in any Fiscal Year.

"Permitted Debt" means Debt expressly permitted under this Agreement pursuant to Section 11.1.

"Permitted Earn-out Obligations" means, collectively, (a) all Permitted Existing Earn-out Obligations and (b) all Permitted Future Earn-out Obligations, in each case determined assuming the maximum amount payable in connection with any such Earn-out Obligations.

"Permitted Earn-out Payments" means (a) the payment of all Permitted Existing Earn-out Obligations that are payable solely in Equity Interests, as and when due and payable under the Acquisition documents related thereto, (b) the payment of all Permitted Existing Earn-out Obligations that are payable solely in cash or cash Equivalents, as and when due and payable under the Acquisition documents related thereto, but in the case of this clause (b) solely as long as the Payment Conditions are met with respect thereto, and (c) the payment of all Permitted Future Earn-out Obligations, as and when due and payable under the Acquisition documents related thereto, to the extent such payment is permitted under the Subordination Agreement entered into with respect thereto.

"Permitted Existing Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred prior to the Closing Date set forth on Schedule 11.1(e), whether payable in Equity Interests or cash or Cash Equivalents.

"Permitted Factoring Dispositions" means the disposition of Accounts via a factoring arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary

thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored and not been paid by the account debtor thereof shall not exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Closing Date, whether payable in Equity Interests or cash or Cash Equivalents, as long as such Earn-out Obligations constitute Subordinated Debt subject to a Subordination Agreement and the aggregate amount of such Earn-out Obligations payable in cash or Cash Equivalent Investments does not exceed (i) U.S.$6,000,000 in connection with any single Acquisition (or series of related Acquisitions) and (ii) U.S.$15,000,000 for all Acquisitions after the Closing Date.

"Permitted Holders" means (i) Macfran S.A. de C.V., (ii) Invertis, SA de CV, (iii) Diego Zavala (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Investment" means any investment permitted under Section 11.9.

"Permitted Investor Debt" shall mean all indebtedness incurred under the Investor Debt Promissory Note, in a maximum aggregate amount not to exceed U.S.$8,000,000 (or the Peso Equivalent thereof) at any time.

"Permitted Investor Debt Payments" shall mean, solely as long as the Payment Conditions are met with respect thereto, the payment to the Investor Debt Noteholder of (a) regularly scheduled interest payments, as and when due and payable under the Investor Debt Promissory Note, and (b) solely on or after January 1, 2022, regularly scheduled payments of principal of the Permitted Investor Debt (for the avoidance of doubt, excluding any prepayments), as and when due and payable under the Investor Debt Promissory Note.

"Permitted Lien" means a Lien expressly permitted under this Agreement pursuant to Section 11.2.

"Permitted Tax Distributions" means cash dividends or cash distributions made by the Loan Parties and their Subsidiaries to Intermediate Holdings and by Intermediate Holdings to its members, in each case, to permit them (or a direct or indirect owner of such members) to pay any Tax liabilities that are attributable to the ownership or operations of the Loan Parties and their Subsidiaries.

"Person" means any natural person, corporation, partnership, trust, limited liability company, association, Governmental Authority, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pesos" or "MXN" means the lawful currency of Mexico.

"Peso/Dollar Reference Exchange Rate" means an exchange rate of MXN21.00 Pesos for each Dollar.

"Peso Commitments" means, as to each Peso Lender, its obligation to make Peso Loans to the Borrowers pursuant to Section 2.1(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Peso Lender's name on Annex A or in the Assignment Agreement pursuant to which such Peso Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Peso Equivalent" means, with respect to any amount in Dollars, the amount, determined by reference to the Conversion Rate as of any date of determination, of Pesos that could be purchased with such amount of Dollars on such date.

"Peso Lender" means at any time, (a) any Lender that has a Peso Commitment at such time and (b) if the Commitments of the Peso Lenders to make Peso Loans have been terminated pursuant to Section 6.1 or Section 6.2 or, if the Aggregate Commitments have expired, any Lender that holds a Peso Loan at such time.

"Peso Loan" means a Tranche A-2 Loan and/or a Tranche B-2 Loan, as the context may require.

"PPP Borrowers" means AgileThought LLC, 4th Source, LLC, AN USA and AGS Alpama Global Services USA, LLC.

"PPP Loan Account" means the Deposit Account in which proceeds from the PPP Loans have been deposited.

"PPP Loans" means unsecured "Paycheck Protection Program" loans in an aggregate principal amount of $9,270,009 incurred by the PPP Borrowers and advanced by (i) any Governmental Authority (including the SBA) or any other Person acting as a financial agent of a Governmental

Authority or (ii) any other Person to the extent such Debt under this clause (ii) is guaranteed by a Governmental Authority (including the SBA), in each case, pursuant to the CARES Act.

"PPP Unforgiven Loans" means that amount of the PPP Loans that (x) has been determined by the lender of the PPP Loans (or the SBA) to be ineligible for forgiveness pursuant to the provisions of the CARES Act; or (y) is not included in any application for such forgiveness submitted in accordance with the CARES Act within the time period specified in Section 10.14(b).

"Proceeding" or "proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator

"Pro Rata Share" means:

(ad) with respect to a Lender's obligation to make Loans of any Type and right to receive payments of interest, fees, and principal with respect thereto, (i) prior to the Commitments being terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment to make Loans of such Type plus the Dollar Amount of the unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders required to make Loans of such Type plus the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Type of all Lenders, and (ii) from and after the time the Commitments to make Loans of such Type have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Typeof all Lenders; and

(ae) with respect to all other matters as to a particular Lender, (i) prior to the time that the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment (if any), plus the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders, plus the Dollar Amount of the aggregate unpaid principal amount all Loans of all Lenders, and (ii) if the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of all Lenders.

"Purchase Money Debt" means Debt (other than the Obligations) (a) that is incurred at the time of, or within 20 days following, an acquisition of Equipment, and (b) evidences the deferred purchase price thereof.

"Registration Rights Agreement" means a registration rights agreement (as may be amended, restated or otherwise modified from time to time), entered into by and among the

Borrowers, the Lenders and any other parties thereto, granting registration rights with respect to the Conversion Payment Shares, which specifically states that it is a "Registration Rights Agreement" for purposes of this Agreement.

"Regulation D" means Regulation D of the FRB.

"Regulation U" means Regulation U of the FRB.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued thereunder as to which the PBGC has not waived the notification requirement of Section 4043(a), or the failure of a Pension Plan to meet the minimum funding standards of Section 412 of the Code (without regard to whether the Pension Plan is a plan described in Section 4021(a)(2) of ERISA) or under Section 302 of ERISA.

"Required Lenders" means, at any time, Lenders whose Pro Rata Shares exceed 60% as determined pursuant to clause (b) of the definition of "Pro Rata Share;" provided that the Pro Rata Shares held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means, with respect to any Person, the common law and any federal, state, local, foreign, multinational, or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements, or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject, including, without limitation, all health care laws, the Sherman Act (15 U.S.C. § 1); Section 5 of the Federal Trade Commission Act (15 U.S.C. § 45); and the Clayton Act (15 U.S.C. §§ 13, 14 & 18).

"Sanction(s)" means any international economic sanction administered or enforced by the United States Government, including OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"SBA" means the U.S. Small Business Administration.

"SEC" means the Securities and Exchange Commission or any other Governmental Authority succeeding to any of the principal functions thereof.

"Segregated Account" means the account maintained by the trustee under the Faktos/Facultas Trust Documents at Banco Invex, S.A. de C.V., which account secures the obligation to make certain earn-out payments in connection with the acquisition of Faktos INC, S.A.P.I. de C.V. and Facultas Analytics, S.A.P.I. de C.V.

"Senior Credit Facility" means any extension of credit to IT Global Holding LLC, 4th Source, LLC, AN Extend, S.A. de C.V. and AgileThought, LLC pursuant to the amended and restated credit agreement dated as of July 18, 2019, among IT Global Holding LLC and 4th Source, LLC and AgileThought, LLC, as borrowers, the Holding Companies, the other Loan Parties party thereto and Monroe Capital Management Advisors, LLC as administrative agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Credit Facility Documents" means the definitive documentation evidencing the Senior Credit Facility, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Officer" means, with respect to any Loan Party, any of the president, chief executive officer, the chief financial officer, or the treasurer of that Loan Party.

"Specified Permitted Debt" means any Permitted Debt permitted under Section 11.1, other than Permitted Debt permitted under Section 11.1(f) or (o).

"Specified Permitted Investment" means any Permitted Investment permitted under Section 11.9(a), (c), (d), (f), (g), or (k).

"Subordinated Debt" means, collectively, any unsecured Debt of Loan Parties and their Subsidiaries which is subject to a Subordination Agreement.

"Subordination Agreement" means (a) the subordination terms and covenants set forth in the Master Intercompany Note, and (b) any other subordination agreement or terms and covenants set forth in documents evidencing Subordinated Debt that are executed by a holder of Subordinated Debt in favor of Administrative Agent and the Lenders from time to time on or after the Closing Date, in the cases of clauses (a) and (b) in form and substance and on terms and conditions satisfactory to the Required Lenders in their discretion.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, outstanding Equity Interests having more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context clearly otherwise requires, each reference to Subsidiaries in this Agreement refers to Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries) of the Loan Parties.

"Swap Obligation" means, with respect to a Loan Party, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

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

"Termination Date" means the earlier of November 29, 2021 and the date on which the Aggregate Commitments shall have been entirely utilized or terminated in accordance with this Agreement.

"Termination Event" means, with respect to a Pension Plan that is subject to Title IV of ERISA, (a) a Reportable Event, (b) the withdrawal of any Loan Party or any other member of its Controlled Group from such Pension Plan during a plan year in which any Borrower or any other member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or was deemed such under Section 4068(f) of ERISA, (c) the termination of such Pension Plan, the filing of a notice of intent to terminate the Pension Plan or the treatment of an amendment of such Pension Plan as a termination under Section 4041 of ERISA, (d) the institution by the PBGC of proceedings to terminate such Pension Plan or (e) any event or condition that might reasonably constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Pension Plan.

"Total Debt" means, on any date of determination, all Debt of the Consolidated Group on such day, determined on a consolidated basis in accordance with GAAP, but excluding (a) contingent obligations thereof in respect of Contingent Liabilities (except to the extent constituting (i) Contingent Liabilities thereof in respect of Debt of a Person other than any Loan Party, or (ii) Contingent Liabilities thereof in respect of undrawn letters of credit), (b) any Hedging Obligations thereof, (c) Debt of any Borrower to any other Borrower, to the extent subordinated to the Obligations pursuant to the Master Intercompany Note, (d) for avoidance of doubt, Permitted Earn-out Obligations to the extent that the amount thereof is not yet due and payable, and (e) the Obligations.

"Total Leverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP as of the last day of any Computation Period, the ratio of (a) Total Debt (excluding any the Permitted Investor Debt, indebtedness outstanding under the Exitus Debt Promissory Note, Permitted Earn-out Obligations and the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility) thereof as of such day, to (b) EBITDA thereof for the Computation Period ending on such day. Notwithstanding anything to the contrary herein, solely for the purposes of determining compliance with Section 11.12.2, "Total Debt" shall not include any amount of the PPP Loans other than PPP Unforgiven Loans.

"Total Plan Liability" means, at any time, the present value of all vested and unvested accrued benefits under all Pension Plans, determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"Tranche A-1 Commitment" means, as to any Tranche A-1 Lender, such Lender's commitment to make Tranche A-1 Loans on the Closing Date under this Agreement. The amount of each Tranche A-1 Lender's Tranche A-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders as of the Closing Date is U.S.$3,000,000.

"Tranche A-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-1 Loan at such time.

"Tranche A-1 Loan" means an extension of credit in Dollars made by a Tranche A-1 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-1 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche A-1 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-1 Lender evidencing Tranche A-1 Loans made by such Tranche A-1 Lender, substantially in the form of Exhibit D.

"Tranche A-2 Commitment" means, as to any Tranche A-2 Lender, such Lender's commitment to make Tranche A-2 Loans on the Closing Date under this Agreement. The amount of each Tranche A-2 Lender's Tranche A-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders as of the Closing Date is MXN$120,000,000.

"Tranche A-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-2 Loan at such time.

"Tranche A-2 Loan" means an extension of credit in Pesos made by a Tranche A-2 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-2 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche A-2 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-2 Lender evidencing Tranche A-2 Loans made by such Tranche A-2 Lender, substantially in the form of Exhibit E.

"Tranche B-1 Commitment" means, as to any Tranche B-1 Lender, such Lender's commitment to make Tranche B-1 Loans on the Closing Date under this Agreement. The amount of each Tranche B-1 Lender's Tranche B-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders as of the Closing Date is the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date, which amount in Dollars will be specified in the Funds Flow Memorandum.

"Tranche B-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-1 Loan at such time.

"Tranche B-1 Loan" means an extension of credit in Dollars made by a Tranche B-1 Lender to Ultimate Holdings]pursuant to this Agreement.

"Tranche B-1 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche B-1 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-1 Lender evidencing Tranche B-1 Loans made by such Tranche B-1 Lender, substantially in the form of Exhibit F.

"Tranche B-2 Commitment" means, as to any Tranche B-2 Lender, such Lender's commitment to make Tranche B-2 Loans on the Closing Date under this Agreement. The amount of each Tranche B-2 Lender's Tranche B-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders as of the Closing Date is MXN$78,446,203.

"Tranche B-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-2 Loan at such time.

"Tranche B-2 Loan" means an extension of credit in Pesos made by a Tranche B-2 Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche B-2 Maturity Date" means the latest of (a) March 15, 2023 (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche B-2 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-2 Lender evidencing Tranche B-2 Loans made by such Tranche B-2 Lender, substantially in the form of Exhibit G.

"Tranche C Commitment" means, as to any Tranche C Lender, such Lender's commitment to make Tranche C Loans on the Closing Date under this Agreement. The amount of each Tranche C Lender's Tranche C Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche C Commitments of all Tranche C Lenders as of the Closing Date is U.S.$4,000,000.

"Tranche C Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche C Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche C Loan at such time.

"Tranche C Loan" means an extension of credit in Dollars made by a Tranche C Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche C Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche C Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche C Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche C Lender evidencing Tranche C Loans made by such Tranche C Lender, substantially in the form of Exhibit H.

"Tranche D Commitment" means, as to any Tranche D Lender, such Lender's commitment to make Tranche D Loans on the Closing Date under this Agreement. The amount of each Tranche D Lender's Tranche D Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche D Commitments of all Tranche D Lenders as of the Closing Date is U.S.$500,000.00.

"Tranche D Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche D Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche D Loan at such time.

"Tranche D Loan" means an extension of credit in Dollars made by a Tranche D Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche D Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche D Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche D Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche D Lender evidencing Tranche D Loans made by such Tranche D Lender, substantially in the form of Exhibit I.

"Tranche E Commitment" means, as to any Tranche E Lender, such Lender's commitment to make Tranche E Loans on the Amendment No. 1 Effective Date under this Agreement. The amount of each Tranche E Lender's Tranche E Commitment as of the Amendment No. 1 Effective Date is set forth on Annex A. The aggregate amount of the Tranche E Commitments of all Tranche E Lenders as of the Amendment No. 1 Effective Date is U.S.$200,000.

"Tranche E Lender" means (a) at any time on or prior to the Amendment No. 1 Effective Date, any Lender that has a Tranche E Commitment at such time and (b) at any time after the Amendment No. 1 Effective Date, any Lender that holds a Tranche E Loan at such time.

"Tranche E Loan" means an extension of credit in Dollars made by a Tranche E Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche E Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche E Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche E Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche E Lender evidencing Tranche E Loans made by such Tranche E Lender, substantially in the form of Exhibit K.

"Type" means, with respect to a Loan, its character as a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Loan, a Tranche C Loan, ~~or~~ a Tranche D Loan or a Tranche E Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Ultimate Holdings" as defined in the preamble to this Agreement.

"Unfunded Liability" means the amount (if any) by which the present value of all vested and unvested accrued benefits under all Pension Plans exceeds the fair market value of all assets allocable to those benefits, all determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"United States" and "U.S." mean the United States of America.

"Warrants" means (a) the warrants issued by LIVK in connection with its initial public offering of units (the "IPO") to buyers of its units in the IPO and (b) the warrants issued by LIVK to its sponsor, LIV Capital Acquisition Sponsor, L.P., in a private placement occurring substantially concurrently with the IPO.

"Wholly-Owned Subsidiary" means, as to any Person, a Subsidiary all of the Equity Interests of which (except directors' qualifying Equity Interests) are at the time directly or indirectly owned by that Person and/or another Wholly-Owned Subsidiary of that Person. Unless the context otherwise requires, each reference to Wholly-Owned Subsidiaries in this Agreement refers to Wholly-Owned Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries) of the Loan Parties.

"Working Capital" means, at any date of determination thereof with respect to any Person, the remainder (which may be a negative number) of (a) the total assets of such Person and its Subsidiaries (other than cash and Cash Equivalent Investments) which may properly be classified as current assets on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP minus (b) the total liabilities of such Person and its Subsidiaries which may properly be classified as current liabilities (other than the current portion of any Loans) on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "in its discretion" means "in its sole and absolute discretion." The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Agents, Loan Parties, the Lenders and the other parties hereto and thereto and are the products of all parties. Accordingly, they shall not be construed against the Agents or the Lenders merely because of the Agents' or Lenders' involvement in their preparation.

(h) If any delivery due date specified in Section 10.1 for the delivery of reports, certificates and other information required to be delivered pursuant to Section 10.1 falls on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day.

(i) A Default or Event of Default will be deemed to have occurred and exist at all times during the period commencing on the date that Default or Event of Default occurs to the date on which that Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement, and an Event of Default will "continue" or be "continuing" until that Event of Default has been waived in writing by the Required Lenders.

Section 1.3 Accounting and Other Terms.

(a) Unless otherwise expressly provided in this Agreement, each accounting term used in this Agreement has the meaning given it under GAAP applied on a basis consistent with those used in preparing the financial statements and using the same inventory valuation method as used in the financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in that change, the change is disclosed to Administrative Agent, and Section 11.12 is amended in a manner satisfactory to Administrative Agent to take into account the effects of the change. All financial statements delivered pursuant to this Agreement shall be prepared in the English language and Dollars.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and any of the Borrowers, the Required Lenders shall so request, with notice to the Administrative Agent, the Lenders and the Borrower Representative on behalf of the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders). Notwithstanding anything to the contrary contained in this paragraph or the definition of "Capital Lease," or "Capital Lease Obligations" in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that they were in existence on the Closing Date) that would constitute Capital Leases or Capital Lease Obligations in accordance with GAAP on December 31, 2018 shall be considered Capital Leases or Capital Lease Obligations, as applicable, and all calculations and deliverables under this Agreement or any other Loan Document shall be made in accordance therewith; provided, that, for the avoidance of doubt, all leases entered into after December 31, 2018 shall be capitalized, except to the extent that any such lease is a renewal, extension or replacement of any lease entered into or prior to December 31, 2018.

(c) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC and which are not otherwise defined in this Agreement have the same meanings in this Agreement as set forth therein, except that terms used in this Agreement which are defined in the UCC as in effect in the State of New York on the date of this Agreement will continue to have the same meaning notwithstanding any replacement or amendment of that statute except as Administrative Agent may otherwise determine

Section 1.4 Classification of Loans1.4.1 . For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Tranche A-1 Loan").

ARTICLE II

COMMITMENTS OF THE LENDERS; BORROWING PROCEDURES

Section 2.1 Loans.

(a) Each Tranche A-1 Lender agrees to make a Tranche A-1 Loan in Dollars to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata

Share of the aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders. The Tranche A-1 Commitments of the Tranche A-1 Lenders to make Tranche A-1 Loans shall expire concurrently with the making of the Tranche A-1 Loans on the Closing Date.

(b) Each Tranche A-2 Lender agrees to make a Tranche A-2 Loan in Pesos to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders. The Tranche A-2 Commitments of the Tranche A-2 Lenders to make Tranche A-2 Loans shall expire concurrently with the making of the Tranche A-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(c) Each Tranche B-1 Lender agrees to make a Tranche B-1 Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders. The Tranche B-1 Commitments of the Tranche B-1 Lenders to make Tranche B-1 Loans shall expire concurrently with the making of the Tranche B-1 Loans on the Closing Date.

(d) Each Tranche B-2 Lender agrees to make a Tranche B-2 Loan in Pesos to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders. The Tranche B-2 Commitments of the Tranche B-2 Lenders to make Tranche B-2 Loans shall expire concurrently with the making of the Tranche B-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Each Tranche C Lender agrees to make a Tranche C Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche C Commitments of all Tranche C Lenders. The Tranche C Commitments of the Tranche C Lenders to make Tranche C Loans shall expire concurrently with the making of the Tranche C Loans on the Closing Date.

(f) Each Tranche D Lender agrees to make a Tranche D Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche D Commitments of all Tranche D Lenders. The Tranche D Commitments of the Tranche D Lenders to make Tranche D Loans shall expire concurrently with the making of the Tranche D Loans on the Closing Date.

(g) Each Tranche E Lender agrees to make a Tranche E Loan in Dollars to Ultimate Holdings on the Amendment No. 1 Effective Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche E Commitments of all Tranche E Lenders. The Tranche E Commitments of the Tranche E Lenders to make Tranche E Loans shall expire concurrently with the making of the Tranche E Loans on the Amendment No. 1 Effective Date.

(gh) Amounts repaid with respect to any of the Loans may not be reborrowed.

Section 2.2 Borrowing Procedures.

(a) The Borrower Representative shall give written notice (each such written notice, a "Notice of Borrowing") to Administrative Agent and each Lender of the proposed borrowing not later than 10:00 A.M. (Mexico, City time) three Business Days prior to the proposed date of that borrowing (or such shorter period acceptable to the Administrative Agent). Each such notice will be effective upon receipt by Administrative Agent, will be irrevocable, and must specify the proposed Closing Date (which date shall be a Business Day prior to the Termination Date), or with respect to the borrowing of Tranche E Loans, the proposed Amendment No. 1 Effective Date, and amount of the requested borrowing. Except as otherwise agreed in a flow of funds memorandum in form and substance acceptable to the Administrative Agent and the Lenders (a "Funds Flow Memorandum") on the Closing Date, or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date, each Lender shall provide Administrative Agent with immediately available funds covering that Lender's Pro Rata Share of that borrowing so long as the applicable Lender has not received written notice that the conditions precedent set forth in Article XII with respect to that borrowing have not been satisfied. Except as otherwise agreed in a Funds Flow Memorandum, after the Administrative Agent's receipt of the proceeds of the applicable Loans from the Lenders, the Administrative Agent shall make the proceeds of those Loans available to the applicable Borrower on the Closing Date (or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date) by transferring to the applicable Borrower immediately available funds equal to the proceeds received by the Administrative Agent. There shall be a single borrowing of the Loans hereunder.

(b) Funding Losses. In connection with each Loan, each Borrower shall jointly and severally indemnify, defend, and hold the Administrative Agent and the Lenders harmless against any loss, cost, or expense actually incurred by the Administrative Agent or any Lender as a result of the failure to borrow any Loan on the date specified by the Borrower Representative in a Notice of Borrowing (other than as a result of any failure of any Lender to make such Loan to the extent required by this Agreement that a court of competent jurisdiction finally determines to have resulted from gross negligence, willful misconduct, or bad faith of such Lender) (such losses, costs, or expenses, "Funding Losses"). A certificate of the Administrative Agent or a Lender delivered to the Borrower Representative setting forth in reasonable detail any amount or amounts that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 2.2.2 shall be conclusive absent manifest error. Borrowers shall pay such amount to the Administrative Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate.

Section 2.3 Commitments Several. The failure of any Lender to make a requested Loan on any date shall not relieve any other Lender of its obligation (if any) to make a Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any

Loan to be made by such other Lender. Anything herein to the contrary notwithstanding, the Tranche A-1 Lenders, Tranche A-2 Lenders, Tranche B-1 Lenders and Tranche B-2 Lenders shall be relieved from their obligations to make Loans hereunder in case of failure by the Tranche C Lenders and the Tranche D Lenders to make Tranche C Loans and Tranche D Loans in an aggregate principal amount of at least U.S.$4,000,000, hereunder.

Section 2.4 Certain Conditions. No Lender shall have an obligation to make any Loan if an Event of Default or Default has occurred and is continuing.

Section 2.5 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions will apply for so long as that Lender is a Defaulting Lender:

(a) Any amount payable to a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, or otherwise and including any amount that would otherwise be payable to that Defaulting Lender pursuant to Section 7.5 but excluding Article VIII) will, in lieu of being distributed to that Defaulting Lender, be retained by the Administrative Agent and, subject to any applicable requirements of law, be applied as follows at such time or times as the Administrative Agent determines: (i) first, to the payment of any amounts owing by that Defaulting Lender to the Agents under this Agreement; (ii) second, *pro rata*, to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; (iii) third, if so determined by the Administrative Agent and the Borrowers, held as cash collateral for future funding obligations of the Defaulting Lender under this Agreement; (iv) fourth, *pro rata*, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Borrower or any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and (v) fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. If any such payment is a prepayment of the principal amount of any Loans and made at a time when the conditions set forth in Section 12.2 are satisfied, then that payment will be applied solely to prepay the Loans of all Lenders that are not Defaulting Lenders *pro rata* prior to being applied to the prepayment of any Loans of any Defaulting Lender.

(b) If the Administrative Agent and the Borrowers each agrees that a Defaulting Lender has adequately remedied all matters that caused that Lender to be a Defaulting Lender, then that Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent determines is necessary in order for that Lender to hold those Loans in accordance with its Pro Rata Share (as determined pursuant to clause (a) of the definition of "Pro Rata Share"). No Defaulting Lender will have any right to approve or disapprove any amendment, waiver, consent, or any other action the Lenders or the Required Lenders have taken or may take under this Agreement (including any consent to any amendment or waiver pursuant to Section 15.1) but any waiver, amendment, or modification requiring the consent of all Lenders

or each directly affected Lender that affects a Defaulting Lender differently than other affected Lenders will require the consent of that Defaulting Lender.

ARTICLE III

EVIDENCING OF LOANS

Section 3.1 Notes. Each Tranche A-1 Loan shall be evidenced by a Tranche A-1 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (ii) each Tranche A-2 Loan shall be evidenced by a Tranche A-2 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (iii) each Tranche B-1 Loan shall be evidenced by a Tranche B-1 Note, executed by Ultimate Holdings as issuer; (iv) each Tranche B-2 Loan shall be evidenced by a Tranche B-2 Note, executed by Ultimate Holdings as issuer; (v) each Tranche C Loan shall be evidenced by a Tranche C Note, executed by Ultimate Holdings as issuer; ~~and~~ (vi) each Tranche D Loan shall be evidenced by a Tranche D Note, executed by Ultimate Holdings as issuer; and (vii) each Tranche E Loan shall be evidenced by a Tranche E Note, executed by Ultimate Holdings as issuer. The Notes shall be delivered to each Lender for the benefit of such Lender on or before the Closing Date (or with respect to Tranche E Notes, on or before the Amendment No. 1 Effective Date), appropriately completed. Each Loan and interest thereon shall at all times (including after assignment pursuant to Section 15.6) be represented by one or more Notes in such form payable to the payee named therein. Each Lender shall be entitled to have its Notes substituted, exchanged or subdivided for Notes of lesser denominations in connection with a permitted assignment of all or any portion of such Lender's Loans and Notes pursuant to Section 15.6. In case of theft, partial or complete destruction or mutilation of any Note, the relevant Lender shall be entitled to request to the Borrowers, and the Borrowers shall promptly (but in any event within ten days of such notice) execute and deliver in lieu thereof a new Note, dated the same date as the lost, stolen, destructed or mutilated Note.

Section 3.2 Recordkeeping. The Administrative Agent, on behalf of each Lender, shall record in its records, the date and amount of each Loan made by each Lender and each repayment or conversion (if permissible) thereof. The aggregate unpaid principal amount so recorded will be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount will not, however, limit or otherwise affect the Obligations of the Borrowers under this Agreement or under any Note to repay the principal amount of the Loans under this Agreement, together with all interest accruing thereon.

ARTICLE IV

INTEREST

Section 4.1 Interest Rates.

(a) (i) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-1 Loan for the period commencing on the date that Tranche A-1 Loan is made until that Tranche A-1 Loan is paid in full at a rate per annum equal to 11.00%; (ii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-2 Loan for the period commencing on the date that Tranche A-2 Loan is made until that Tranche A-2 Loan is paid in full at a rate per annum equal to 17.41%; (iii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-1 Loan for the period commencing on the date that Tranche B-1 Loan is made until that Tranche B-1 Loan is paid in full at a rate per annum equal to 11.00%; (iv) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-2 Loan for the period commencing on the date that Tranche B-2 Loan is made until that Tranche B-2 Loan is paid in full at a rate per annum equal to 17.41%; (v) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche C Loan for the period commencing on the date that Tranche C Loan is made until that Tranche C Loan is paid in full at a rate per annum equal to 11.00%; ~~and~~ (vi) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche D Loan for the period commencing on the date that Tranche D Loan is made until that Tranche D Loan is paid in full at a rate per annum equal to 11.00%~~.~~; and (vii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche E Loan for the period commencing on the Amendment No. 1 Effective Date until that Tranche E Loan is paid in full at a rate per annum equal to 11.00%.

As between AgileThought Mexico and the Peso Lenders only, and for information purposes only, the interest rate applicable to the Peso Loans has been agreed giving due regard to factors that would make the rate the substantial equivalent to the interest rate applicable to the Dollar Loans.

(b) Notwithstanding the foregoing, at any time an Event of Default exists, the interest rate applicable to each Loan will be increased by 2% during the existence of an Event of Default (and, in the case of Obligations not bearing interest, those Obligations will, during the existence of an Event of Default, bear interest at the highest interest rate applicable to the Loans plus 2%), but any such increase may be rescinded by Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections 13.1.1 or 13.1.4, the increase provided for in this Section 4.1 will occur automatically. In no event will interest payable by the Borrowers to any Lender under this Agreement exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, then that provision will be deemed modified to limit that interest to the maximum rate permitted under that law.

Section 4.2 Interest Payment Dates; Payment-in-Kind.

(a) Tranche A-1 Loans.

(i) Accrued interest on each Tranche A-1 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-1 Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-1 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-1 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-1 Loans, and such interest amount (together with any principal of the Tranche A-1 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-1 Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-1 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-1 Loan maintained by such Tranche A-1 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-1 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-1 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-1 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-1 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-1 Loans as provided in this Section 4.2(a)(ii).

(b) Tranche A-2 Loans.

(i) Accrued interest on each Tranche A-2 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-2 Loans shall be payable on demand. Funds due in pesos will be deposited to an account

with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-2 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-2 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-2 Loans, and such interest amount (together with any principal of the Tranche A-2 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-2 Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-2 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-2 Loan maintained by such Tranche A-2 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-2 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-2 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-2 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-2 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-2 Loans as provided in this Section 4.2(a)(ii).

(c) Tranche B-1 Loans.

(i) Accrued interest on each Tranche B-1 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-1 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount on account of

interest on the Tranche B-1 Loans equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans.

(d) Tranche B-2 Loans.

(i) Accrued interest on each Tranche B-2 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-2 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount on account of interest on the Tranche B-2 Loans equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Tranche C Loans.

(i) Accrued interest on each Tranche C Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche C Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche C Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche C Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche C Loans, and such interest amount (together with any principal of the Tranche C Loans prior to giving effect to the provisions of this Section 4.2(e)(ii)) thereafter shall form part of the Tranche C Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche C Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the

Tranche C Loan maintained by such Tranche C Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche C Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche C Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche C Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche C Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche C Loans as provided in this Section 4.2(e)(ii).

(f) Tranche D Loans.

(i) Accrued interest on each Tranche D Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche D Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche D Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche D Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche D Loans, and such interest amount (together with any principal of the Tranche D Loans prior to giving effect to the provisions of this Section 4.2(f)(ii)) thereafter shall form part of the Tranche D Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche D Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche ~~C~~D Loan maintained by such Tranche ~~C~~D Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche D Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set

forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche D Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche D Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche D Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche D Loans as provided in this Section 4.2(f)(ii).

(g) Tranche E Loans.

(i) Accrued interest on each Tranche E Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche E Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche E Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche E Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche E Loans, and such interest amount (together with any principal of the Tranche E Loans prior to giving effect to the provisions of this Section 4.2(g)(ii)) thereafter shall form part of the Tranche E Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche E Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche E Loan maintained by such Tranche E Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche E Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche E Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche E Lenders, the Borrowers shall, within 15

days after such request, cause new Notes to be issued to the Tranche E Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche E Loans as provided in this Section 4.2(g)(ii).

(gh) The provisions of this Section 4.2 represent the sole and entire agreement of the parties to capitalize interest and accept payment of interest other than in cash; provided, that such agreement is subject to the terms of the Reference Subordination Agreement. Any interest not capitalized and added to principal pursuant to Section 4.2 shall continue to be payable in cash in accordance with the terms of this Agreement and the Notes, and if unpaid when due, shall bear interest at the applicable rate provided in Section 4.1.

Section 4.3 Computation of Interest. Interest will be computed for the actual number of days elapsed on the basis of a year of 360 days.

Section 4.4 Intent to Limit Charges to Maximum Lawful Rate. In no event will any interest rate payable under this Agreement (including, without limitation, under Section 4.1 plus any other amounts paid in connection herewith), exceed the highest rate permissible under any law that a court of competent jurisdiction, in a final determination, deems applicable. Borrowers and the Lenders, in executing and delivering this Agreement, intend legally to agree upon the rates of interest and manner of payment stated within this Agreement; provided that, notwithstanding any provision of this Agreement to the contrary, if any such rate of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, each Borrower is and will be liable only for the payment of such maximum amount as is allowed by law, and payment received from such Borrower in excess of such legal maximum, whenever received, will be applied to reduce the principal balance of the Obligations to the extent of that excess.

ARTICLE V

FEES

Section 5.1 Fee Letters. Each Borrower jointly and severally agrees to pay to the Agents and to the Lenders all such fees and expenses as are mutually agreed to from time to time by the Borrower, the Agents and the Lenders, including, without limitation, the fees and expenses set forth in the Agents Fee Letter, in each case subject to the terms of the Reference Subordination Agreement. All fees payable under the Loan Documents shall be paid on the dates due, in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim. Fees paid under any Loan Document shall not be refundable under any circumstances.

Section 5.2 Facility Fee.

(a) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-1 Lenders, for their account (to be shared ratably

among the Tranche A-1 Lenders), on the earliest of (i) the Tranche A-1 Maturity Date, (ii) the date on which the Tranche A-1 Loans are paid in full in cash, and (iii) the date on which the Tranche A-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-1 Facility Fee Payment Date"), a fee (the "Tranche A-1 Facility Fee"), in an amount equal to 1.75% of the Tranche A-1 Commitment. The Tranche A-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-1 Lenders on the Tranche A-1 Facility Fee Payment Date.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-2 Lenders, for their account (to be shared ratably among the Tranche A-2 Lenders), on the earliest of (i) the Tranche A-2 Maturity Date, (ii) the date on which the Tranche A-2 Loans are paid in full in cash, and (iii) the date on which the Tranche A-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-2 Facility Fee Payment Date"), a fee (the "Tranche A-2 Facility Fee"), in an amount equal to 1.75% of the Tranche A-2 Commitment. The Tranche A-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-2 Lenders on the Tranche A-2 Facility Fee Payment Date.

(c) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-1 Lenders, for their account (to be shared ratably among the Tranche B-1 Lenders), on the earliest of (i) the Tranche B-1 Maturity Date, (ii) the date on which the Tranche B-1 Loans are paid in full in cash, and (iii) the date on which the Tranche B-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-1 Facility Fee Payment Date"), a fee (the "Tranche B-1 Facility Fee"), in an amount equal to 1.75% of the Tranche B-1 Commitment. The Tranche B-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-1 Lenders on the Tranche B-1 Facility Fee Payment Date.

(d) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-2 Lenders, for their account (to be shared ratably among the Tranche B-2 Lenders), on the earliest of (i) the Tranche B-2 Maturity Date, (ii) the date on which the Tranche B-2 Loans are paid in full in cash, and (iii) the date on which the Tranche B-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-2 Facility Fee Payment Date"), a fee (the "Tranche B-2 Facility Fee"), in an amount equal to 1.75% of the Tranche B-2 Commitment. The Tranche B-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-2 Lenders on the Facility Fee Payment Date.

(e) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche C Lenders, for their account (to be shared ratably among the Tranche C Lenders), on the earlier of (i) the Tranche C Maturity Date, (ii) the date on which the Tranche C Loans are paid in full in cash, and (iii) the date on which the Tranche C Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche C Facility Fee Payment Date"), a fee (the "Tranche C Facility Fee"), in an amount equal to 1.75% of the

Tranche C Commitment. The Tranche C Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche C Lenders on the Facility Fee Payment Date.

(f) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche D Lenders, for their account (to be shared ratably among the Tranche D Lenders), on the earlier of (i) the Tranche D Maturity Date, (ii) the date on which the Tranche D Loans are paid in full in cash, and (iii) the date on which the Tranche D Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche D Facility Fee Payment Date"), a fee (the "Tranche D Facility Fee"), in an amount equal to 1.75% of the Tranche D Commitment. The Tranche D Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche D Lenders on the Facility Fee Payment Date.

(g) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche E Lenders, for their account (to be shared ratably among the Tranche E Lenders), on the earlier of (i) the Tranche E Maturity Date, (ii) the date on which the Tranche E Loans are paid in full in cash, and (iii) the date on which the Tranche E Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche E Facility Fee Payment Date"), a fee (the "Tranche E Facility Fee"), in an amount equal to 1.75% of the Tranche E Commitment. The Tranche E Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche E Lenders on the Facility Fee Payment Date.

ARTICLE VI

REDUCTION OR TERMINATION OF THE COMMITMENT; PREPAYMENTS.

Section 6.1 Reduction or Termination of the Commitment.

(a) The Borrowers may not reduce or terminate the Commitments.

(b) The Commitment of each Lender shall automatically terminate at 5:00 p.m. (Mexico City time) on the Termination Date.

Section 6.2 Prepayments.

6.2.1 Voluntary Prepayments. The Borrowers shall have the right at any time, and from time to time, to deliver a written notice to the Administrative Agent containing an offer by the Borrowers to prepay the Loans in whole or in part on a Business Day set forth in such notice (such date, a "Voluntary Prepayment Date") which is not earlier than ten days following the date on which such notice is actually received by the Administrative Agent (such date, a "Voluntary Prepayment Notice Date"), and the Lenders shall have the right to accept such offer in their sole and absolute discretion; provided that such offer may only be accepted to the extent that, (a) such prepayment is permitted under the Reference Subordination Agreement, and (b) the Borrowers shall have paid in full the fees set forth under Section 5.2. Any such notice to prepay the Loans shall be irrevocable and in case the Borrowers deliver such notice and the

conditions under clauses (a) and (b) above are satisfied, the Loans shall become due and payable in full on the Voluntary Prepayment Date.

6.2.2 Mandatory Prepayments.

(a) Loans. Subject to the Reference Subordination Agreement, the Borrowers shall make a prepayment of the Loans until paid in full upon the occurrence of any of the following at the following times and in the following amounts:

(i) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Asset Disposition (other than from a Permitted Factoring Disposition), in an amount equal to 100% of such Net Cash Proceeds;

(ii) concurrently with the receipt by any Loan Party of any proceeds of any issuance of its Equity Interests (other than any such issuance of Equity Interests that is described in clause (i) of the definition of "Extraordinary Receipts"), in an amount equal to 100% of the Net Cash Proceeds thereof;

(iii) concurrently with the receipt by any Loan Party of any Extraordinary Receipts, in an amount equal to 100% of such Extraordinary Receipts; provided that, in the case of any event described in clause (b) of the definition of the term "Extraordinary Receipts," with respect to Extraordinary Receipts not to exceed U.S.$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Extraordinary Receipts from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Extraordinary Receipts, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iii) in respect of the Extraordinary Receipts specified in such certificate; provided, further, that to the extent any such Extraordinary Receipts therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Extraordinary Receipts that have not been so applied unless such 180-day period is extended by the Required Lenders; provided, further, that in the case of any event described in clause (i) of the definition of the term "Extraordinary Receipts" (but only to the extent that, at the time of receipt of such Extraordinary Receipts the cash on hand of the Loan Parties is less than U.S.$15,000,000) the amount of such Extraordinary Receipts required to be applied to make a prepayment of the Loans pursuant to this Section 6.2.2 shall be an amount equal to the positive difference between (A) the aggregate amount of such Extraordinary Receipts, and (B) the positive difference between (1) U.S.$15,000,000 and (2) the cash on hand of the Loan Parties as of the date of receipt of such Extraordinary Receipts; and

(iv) concurrently with the receipt of any Business Interruption Proceeds, in an amount equal to 100% of such Business Interruption Proceeds; provided that, with respect to Business Interruption Proceeds not to exceed U.S.$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Business Interruption Proceeds from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Business Interruption Proceeds, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties or to pay operating expenses of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iv) in respect of the Extraordinary Receipts specified in such certificate; provided, further, that to the extent any such Business Interruption Proceeds therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Business Interruption Proceeds that have not been so applied unless such 180-day period is extended by the Required Lenders.

Section 6.3 Manner and Application of Prepayments. All prepayments of the Loans under Section 6.2 shall be subject to the Reference Subordination Agreement and to Section 8.7 and shall be accompanied by payment of all accrued interest on the Loans (or portion thereof) being prepaid. All prepayments of the Loans will be applied on a *pro rata* basis to the Loans based on the Dollar Amount thereof.

Section 6.4 Repayments.

(a) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-1 Lenders the outstanding principal amount of each Tranche A-1 Loan on the Tranche A-1 Maturity Date.

(b) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-2 Lenders the outstanding principal amount of each Tranche A-2 Loan on the Tranche A-2 Maturity Date.

(c) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-1 Lenders the outstanding principal amount of each Tranche B-1 Loan on the Tranche B-1 Maturity Date.

(d) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-2 Lenders the outstanding principal amount of each Tranche B-2 Loan on the Tranche B-2 Maturity Date.

(e) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche C Lenders the outstanding principal amount of each Tranche C Loan on the Tranche C Maturity Date.

(f) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche D Lenders the outstanding principal amount of each Tranche D Loan on the Tranche D Maturity Date.

(g) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche E Lenders the outstanding principal amount of each Tranche E Loan on the Tranche E Maturity Date.

Section 6.5 Increase of Tranche B-1 and Tranche B-2 Loans Payment Amount.

(a) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans

(b) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans.

Section 6.6 Extension of Maturity.

(a) The Borrowing Agent may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not earlier than 45 days and not later than 35 days prior to the Maturity Date then in effect hereunder (the "Existing Maturity Date"), request that each Lender extend such Lender's Maturity Date for up to an additional 18 months from the Existing Maturity Date.

(b) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the Existing Maturity Date and not later than the date (the "Notice Date") that is 20 days prior to the Existing Maturity Date,

advise the Administrative Agent whether or not such Lender agrees to such extension. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(c) The Administrative Agent shall notify the Borrowers of each Lender's determination under this Section no later than the date five days prior to the Existing Maturity Date (or, if such date is not a Business Day, on the following Business Day).

(d) As a condition precedent to any such extension, the Borrowing Agent shall deliver to the Administrative Agent (y) a certificate of each Loan Party dated as of the Existing Maturity Date (in sufficient copies for each Lender) signed by an authorized signatory of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such extension and (ii) certifying that, before and after giving effect to such extension, (A) the representations and warranties contained in Article IX and the other Loan Documents are true and correct on and as of the Existing Maturity Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 6.6, the representations and warranties contained in Section 9.4 shall be deemed to refer to the most recent statements furnished pursuant to Section 10.1.1 and Section 10.1.2, and (B) no Default or Event of Default exists, and ***(z)*** evidence in form and substance satisfactory to Administrative Agent and the Lenders that (i) each of the Mexican Collateral Agreements has been acknowledged and ratified by the parties thereto consenting to the extension of the Existing Maturity Date, and (ii) proper registration of the acknowledgement and ratification of each of the Mexican Collateral Agreements has been carried out before the Sole Registry of Liens over Movable Assets (***Registro Único de Garantías Mobiliarias***) and before the Mexican Industrial Property Institute (***Instituto Mexicano de la Propiedad Industrial***), in terms of each Mexican Collateral Agreement, respectively.

ARTICLE VII

MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES

Section 7.1 Making of Payments.

7.1.1 Borrowers shall make all payments of principal or interest on the Loans, and of all fees, to the Administrative Agent in immediately available funds to the account designated by the Administrative Agent for such purpose, not later than 12:00 P.M. (Mexico City time) on the date due, and funds received after that time shall be deemed to have been received by the Administrative Agent on the following Business Day, with the exception that funds due in pesos for the Peso Loans will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the date due. Borrowers shall make all payments to the Agents and the Lenders without set-off, counterclaim, recoupment, deduction, or other defense. Subject to Section 2.5, Administrative Agent shall promptly remit to each Lender and the Collateral Agent its share of all such payments received in collected funds by Administrative Agent for the account of such Lender and the Collateral Agent. Notwithstanding

the foregoing, Borrowers shall make all payments under Section 8.1 directly to the Lender entitled thereto.

7.1.2 Except to the extent otherwise provided herein (i) each payment or prepayment of principal of the Loans shall be made for the account of the Lenders of each Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans ~~and~~, Tranche D Loans and Tranche E Loans, and within each Type shall be made for the account of the Lenders of such Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Loans of such Type held by the respective Lenders and (ii) each payment of interest by the Borrowers shall be made for the account of the Lenders of each Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans ~~and~~, Tranche D Loans and Tranche E Loans, and within each Type shall be made for account of the Lenders of such Type *pro rata* in accordance with the Dollar Amount of interest on the Loans of that same Type then due and payable to the Lenders of such Type.

Section 7.2 Application of Certain Payments.

7.2.1 So long as no Default or Event of Default has occurred and is continuing, mandatory prepayments shall be applied as set forth in Section 6.3.

7.2.2 Subject to any written agreement among Administrative Agent and the Lenders:

(a) [Reserved].

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent, acting upon the written direction of the Required Lenders, shall apply all payments in respect of any Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement, as follows: (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay the Obligations in respect of any fees and indemnities then due and payable to the Lenders until paid in full; (iii) third, ratably to pay interest then due and payable in respect of the Loans until paid in full based on the Dollar Amount thereof; (iv) fourth, ratably to pay principal of the Loans until paid in full based on the Dollar Amount thereof; (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 7.2.2(b), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after, or that would have accrued but for, the commencement of any Insolvency Proceeding), default

interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 7.2.2 and other provisions contained in any other Loan Document, it is the intention of the parties to this Agreement that all such priority provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 7.2.2 shall control and govern.

Section 7.3 Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day unless the result of that extension would cause such due date to occur in another calendar month, in which case such due date shall be the immediately preceding Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

Section 7.4 Setoff. All payments made by Borrowers hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. Each Borrower, for itself and each other Loan Party, agrees that each Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Borrower, for itself and each other Loan Party, agrees that at any time any Event of Default exists, each Agent and each Lender may apply to the payment of any Obligations of each Borrower and each other Loan Party under this Agreement, whether or not then due, any and all balances, credits, deposits, accounts, or moneys of each Borrower and each other Loan Party then or thereafter with that Agent or that Lender.

Section 7.5 Proration of Payments. Except as provided in Section 2.5, if any Lender obtains any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise), on account of principal of or interest on any Loan (but excluding (a) any payment pursuant to Section 8 or 15.6, or (b) payments of interest on any Affected Loan) in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Loans, then held by them, then that Lender shall purchase from the other Lenders such participations in the Loans held by them as are necessary to cause that purchasing Lender to share the excess payment or other recovery ratably with each of them, but if all or any portion of the excess payment or other recovery is thereafter recovered from that purchasing Lender, then that purchase will be rescinded and the purchase price restored to the extent of that recovery.

Section 7.6 Taxes.

7.6.1 The Loan Parties shall make all payments under this Agreement or under any Loan Documents without setoff, counterclaim, or other defense. All payments under this Agreement or under the Loan Documents (including any payment of principal, interest, or

fees and including, for the avoidance of doubt, any payment that results from the delivery of Conversion Payment Shares) to, or for the benefit, of any Person will be made by the Loan Parties free and clear of and without deduction or withholding for, or account of, any Taxes now or hereafter imposed by any taxing authority, except as required by applicable law.

7.6.2 If Borrowers make any payment (including, for the avoidance of doubt, that results from the exercise of the conversion rights under Article XVIII) under this Agreement or under any other Loan Document in respect of which any Borrower is required by applicable law to deduct or withhold any Taxes, then (i) the Borrower shall be entitled to deduct or withhold from such payment the amount of such Taxes, (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant taxing authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, the sum payable by such Borrower shall be increased such that after the reduction for the amount of Indemnified Taxes withheld (and any Indemnified Taxes withheld or imposed with respect to the additional payments required under this Section 7.6.2), the recipient of the payment receives an amount equal to the sum it would have received had no such withholding been made. To the extent Borrowers withhold any Taxes on payments under this Agreement or under any other Loan Document, Borrowers shall deliver to Administrative Agent within 30 days after Borrowers have made payment to that taxing authority a receipt issued by that taxing authority (or other evidence reasonably satisfactory to Administrative Agent) evidencing the payment of all amounts so required to be deducted or withheld from that payment.

7.6.3 If any Lender or Agent or other recipient is required by law to make any payments of any Indemnified Taxes on or in relation to any amounts received or receivable under this Agreement or under any other Loan Document, or any Indemnified Tax is assessed against a Lender or Agent or other recipient with respect to amounts received or receivable under this Agreement or under any other Loan Document, Borrowers will indemnify that Person against (i) that Indemnified Tax and (ii) any Indemnified Taxes imposed as a result of the receipt of the payment under this Section 7.6.3. A certificate prepared in good faith as to the amount of any such payment by that Lender or Agent or other recipient will, absent manifest error, be final, conclusive, and binding on all parties.

7.6.4 Notwithstanding anything to the contrary in Sections 7.6.2 and 7.6.3, the Borrowers shall in no event be required to pay the Tranche B-1 Lender or the Tranche B-2 Lender additional amounts under clause (iii) of Section 7.6.2 with respect to U.S. federal withholding Taxes ("U.S. Withholding Tax Additional Amounts") or to indemnify the Tranche B-1 Lender or the Tranche B-2 Lender under Section 7.6.3 against Indemnified Taxes that are U.S. federal withholding Taxes ("U.S. Withholding Tax Indemnity Payments") to the extent the sum of any U.S. Withholding Tax Additional Amounts and any U.S. Withholding Tax Indemnity Payments paid by the Borrowers to the Tranche B-1 Lender and the Tranche B-2 Lender exceeds, in the aggregate, U.S.$250,000.

7.6.5 1) Any Lender that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any Loan Document

shall use its best efforts to deliver to the Borrower Representative and the Administrative Agent, such properly and completed executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payment to be made without withholding or at a reduced rate of withholding.

(b) Without limiting the generality of the foregoing:

(A) each Lender that is not a United States person within the meaning of Code Section 7701(a)(30) (a "Non-U.S. Lender") shall use its best efforts to deliver to Borrower Representative and Administrative Agent on the earlier of (i) the date that is six (6) months after the Closing Date (or in the case of a Lender that is an Assignee, on the date of the assignment) and (ii) the date of delivery of Conversion Payment Shares, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY (or any successor or other applicable form prescribed by the IRS) for each such Lender and, as applicable, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable form prescribed by the IRS) for each of its partners or other beneficial owners certifying to the entitlement to a complete exemption from, or reduction in, U.S. federal withholding tax on interest payments to be made under this Agreement or under any Loan Document, together with such supplementary documentation as may be prescribed by applicable law to permit Borrowers or the Administrative Agent to determine the withholding or deduction to be made. If a Lender or one of its partners or other beneficial owners is claiming a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c), then that Lender shall deliver (along with two accurate and complete original signed copies of IRS Form W-8IMY, W-8BEN or W-8BEN-E, as applicable) a certificate in form and substance reasonably acceptable to Borrower Representative and Administrative Agent to the effect that such Person is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (any such certificate, a "Withholding Certificate"). To the extent a Lender (or its partners or other beneficial owners, as applicable) would be entitled to claim a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c) with respect to payments received under this Agreement or under the Loan Documents, and such Lender takes any action that could reasonably be expected to result in the loss of such exemption, the Borrowers shall not be required to pay to such Lender amounts pursuant to Section 7.6 in excess of the maximum amount that the Borrowers would have been required to pay pursuant to the Laws in effect on the date of this Agreement had the Lender not taken such action. In addition, each Non-U.S. Lender shall, from time to time after the Closing Date (or in the case of a Lender that is an Assignee, after the date of the

assignment to that Lender) when a lapse in time (or change in circumstances occurs) renders the prior certificates delivered under this Agreement obsolete or inaccurate in any material respect, use its best efforts to deliver to Borrower Representative and Administrative Agent two new and accurate and complete original signed copies of IRS Forms W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable forms prescribed by the IRS), and if applicable, a new Withholding Certificate, to confirm or establish the entitlement of such Lender (or its respective partner or other beneficial owner) to an exemption from, or reduction in, United States withholding tax on interest payments to be made under this Agreement or with respect to any Loan (or such Lender shall otherwise promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to deliver such forms and/or Withholding Certificate).

(B) Each Lender that is not a Non-U.S. Lender shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower Representative and Administrative Agent certifying that that Lender is exempt from United States backup withholding Tax. To the extent that a form provided pursuant to this Section 7.6.5(b) is rendered obsolete or inaccurate in any material respect as result of change in circumstances with respect to the status of a Lender or Administrative Agent, then that Lender or Administrative Agent shall, to the extent permitted by applicable law, deliver to Borrower Representative and, as applicable, Administrative Agent revised forms necessary to confirm or establish the entitlement to that Lender's exemption from United States backup withholding Tax (or such Lender or Administrative Agent shall otherwise promptly notify the Borrower Representative and, as applicable, the Administrative Agent in writing of its legal inability to deliver such forms).

7.6.6 Each Lender shall indemnify Administrative Agent and hold Administrative Agent harmless for the full amount of any and all present or future Taxes and related liabilities (including penalties, interest, additions to Tax and expenses, and any Taxes imposed by any jurisdiction on amounts payable to Administrative Agent under this Section 7.6) which are imposed on or with respect to principal, interest, or fees payable to that Lender under this Agreement and which are not paid by Borrowers pursuant to this Section 7.6, whether or not those Taxes or related liabilities were correctly or legally asserted. This indemnification must be made within 30 days from the date Administrative Agent makes written demand therefor.

7.6.7 If an Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section 7.6, then that Agent or that Lender, as applicable, shall pay over that refund to the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 7.6 with respect to the Indemnified Taxes giving rise to that refund), net of any Taxes

imposed by reason of receipt of that refund and all out-of-pocket expenses of that Agent or that Lender, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to that refund, which interest must be paid to the Borrowers). Upon the request of any such Agent or any such Lender, Borrowers shall repay any amount paid to the Borrowers (plus any penalties, interest, or other charges imposed by the relevant Governmental Authority) to that Agent or that Lender in the event that Agent or that Lender is required to repay any such refund to any such Governmental Authority. Nothing in this Section 7.6.7 is to be construed to require any Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to any Borrower or any other Person.

7.6.8 The Borrowers agree to pay to any Mexican Lender all applicable present and future value added taxes (*Impuesto al Valor Agregado*) in respect of any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including, without limitation, in respect of any capitalized interest under Section 4.2(a)(ii)).

7.6.9 If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if that Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), then that Lender shall deliver to Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at any other time or times reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) all documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and all additional documentation reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) as is necessary for Administrative Agent or Borrowers to comply with their obligations under FATCA and to determine that that Lender has complied with that Lender's obligations under FATCA or to determine the amount to deduct and withhold from that payment. Solely for purposes of this Section 7.6.9, "FATCA" is deemed to include any amendments made to FATCA after the date of this Agreement.

7.6.10 For purposes of this Section 7.6, the term "applicable law" includes FATCA. Each party's obligations under this Section 7.6 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction, or discharge of all obligations under any Loan Document.

ARTICLE VIII____

INCREASED COSTS

Section 8.1___Increased Costs.

(a) If any Change in Law (i) imposes, modifies, or deems applicable any reserve (including any reserve imposed by the FRB), special deposit, or similar requirement against assets of, deposits with, or for the account of, or credit extended by, any Lender; (ii) subjects any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (c) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, its Note(s) or its obligations to make Loans, or (iii) imposes on any Lender any other condition (other than Taxes) affecting its Loans, its Note(s), or its obligation to make Loans, and the result of anything described in clauses (i) through (iii) above is to increase the cost to (or to impose a cost on) that Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by that Lender under this Agreement or under its Note(s) with respect thereto, then upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay directly to that Lender such additional amount as will compensate that Lender for that increased cost or that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(b) If any Lender reasonably determines that any change in, or the adoption or phase-in of, any applicable law, rule, or regulation regarding capital adequacy, or any change in the interpretation or administration thereof by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or the compliance by any Lender or any Person controlling any Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, has or would have the effect of reducing the rate of return on that Lender's or that controlling Person's capital as a consequence of that Lender's obligations under this Agreement to a level below that which that Lender or that controlling Person could have achieved but for that change, adoption, phase-in, or compliance (taking into consideration that Lender's or that controlling Person's policies with respect to capital adequacy) by an amount deemed by that Lender or that controlling Person to be material, then from time to time, upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay to that Lender that additional amount as will compensate that Lender or that controlling Person for that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

Section 8.2 [Reserved].

Section 8.3 Changes in Law Rendering Loans Unlawful. If, after the date of this Agreement, any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any Governmental Authority or other regulatory body charged with the administration thereof, makes it (or in the good faith judgment

of any Lender causes a substantial question as to whether it is) unlawful for any Lender to make, maintain, or fund loans in Dollars, then that Lender shall promptly notify each of the other parties to this Agreement and that Lender will not be required to make or maintain any Loan in Dollars.

Section 8.4 Right of Lenders to Fund through Other Offices. Each Lender may, if it so elects, fulfill its commitment as to any Loan by causing a foreign branch or Affiliate of that Lender to make that Loan, but each such Loan will be deemed to have been made by that Lender and the obligation of Borrowers to repay that Loan will be to that Lender and will be deemed held by the Lender, to the extent of that Loan, for the account of that branch or Affiliate.

Section 8.5 Mitigation of Circumstances; Replacement of Lenders.

(a) Each Lender shall promptly notify Borrower Representative and Administrative Agent of any event of which it has knowledge that will result in, and will use reasonable commercial efforts available to it (and not, in that Lender's sole judgment, otherwise disadvantageous to that Lender) to mitigate or avoid (i) any obligation by Borrowers to pay any amount pursuant to Section 7.6 or 8.1 or (ii) the occurrence of any circumstances described in Section 8.3 (and, if any Lender has given notice of any such event described in clauses (i) or (ii) and thereafter that event ceases to exist, that Lender shall promptly so notify Borrower Representative and Administrative Agent). Without limiting the foregoing, each Lender shall designate a different funding office if that designation will avoid (or reduce the cost to Borrowers of) any event described in clauses (i) or (ii) and that designation will not, in that Lender's sole judgment, be otherwise disadvantageous to that Lender.

(b) If Borrowers become obligated to pay additional amounts to any Lender pursuant to Section 8.1, or any Lender gives notice of the occurrence of any circumstances described in Section 8.3, or any Lender becomes a Defaulting Lender, then Borrower Representative may designate another financial institution that is acceptable to Administrative Agent in its reasonable discretion (a "Replacement Lender") to purchase the Loans of that Lender and that Lender's rights under this Agreement, without recourse to or warranty by, or expense to, that Lender, for a purchase price equal to the outstanding principal amount of the Loans payable to that Lender plus any accrued but unpaid interest on those Loans and all accrued but unpaid fees owed to that Lender and any other amounts owed to that Lender under this Agreement and any other Loan Document, and to assume all the obligations of that Lender under this Agreement. Upon any such purchase and assumption (pursuant to an Assignment Agreement), the applicable Lender will no longer be a party to this Agreement or have any rights under this Agreement (other than rights with respect to indemnities and similar rights applicable to that Lender prior to the date of that purchase and assumption) and will be relieved from all obligations to Borrowers under this Agreement, and the Replacement Lender will succeed to the rights and obligations of that Lender under this Agreement.

Section 8.6 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 or 8.3 shall be conclusive absent

demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Section 8.1, and the provisions of such Section 8.1 will survive repayment of the Obligations, cancellation of any Note(s) and termination of this Agreement.

Section 8.7 Funding Losses. Each Borrower shall, upon demand by any Lender (which demand must be accompanied by a statement setting forth the basis for the amount being claimed, a copy of which must be furnished to Administrative Agent), indemnify that Lender against any net loss or expense (including amounts incurred to terminate, settle or re-establish hedging arrangements or related trading positions (irrespective of the currency thereof)) which that Lender sustains or incurs, as reasonably determined by that Lender, as a result of any failure of any Borrower to borrow any Loan on a date specified therefor in a notice of borrowing pursuant to this Agreement. For this purpose, all notices to Administrative Agent pursuant to this Agreement will be deemed to be irrevocable.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to induce the Lenders to make Loans under this Agreement, each Loan Party represents and warrants to the Agents and the Lenders, on behalf of itself and each of its Subsidiaries, that on the Closing Date after giving effect to the consummation of the Loan Documents, on the Amendment No. 1 Effective Date, and on any other date required in any Loan Document:

Section 9.1 Organization. Each Loan Party and Subsidiary thereof is validly existing and in good standing under the laws of its jurisdiction of its organization (or similar requirement in jurisdictions that do not use good standing designations), and each Loan Party and Subsidiary thereof is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, that qualification is required, except for any jurisdiction where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

Section 9.2 Authorization; No Conflict.

(a) Each Loan Party is duly authorized to execute and deliver each Loan Document to which it is a party, each Borrower is duly authorized to borrow monies under this Agreement, and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party.

(b) The execution, delivery, and performance by each Loan Party of each Loan Document to which it is a party, and the borrowings by each Borrower under this Agreement, do not and will not (i) require any consent or approval of any governmental agency or authority (other than any consent or approval that has been obtained and is in full force and effect), (ii) conflict with (x) any provision of law, (y) the organizational documents or governing documents of any Loan Party, of (z) any agreement, indenture, instrument, or other document, or

any judgment, order, or decree, that is binding upon any Loan Party or any of their respective properties, or (iii) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Collateral Agent created pursuant to the Collateral Documents or, in the case of the Mexican Collateral Agreements, the Lenders).

Section 9.3 Validity and Binding Nature. Each of this Agreement and each other Loan Document to which any Loan Party or Subsidiary thereof is a party is the legal, valid, and binding obligation of that Person, enforceable against that Person in accordance with its terms, subject to bankruptcy, insolvency, and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

Section 9.4 Financial Condition. The audited and unaudited financial statements delivered to the Administrative Agent on or prior to the Closing Date pursuant to Section 12.1 and any annual or interim financial reports delivered to Administrative Agent following the Closing Date pursuant to Section 10.1.1 or 10.1.2, in each case (x) were prepared in accordance with GAAP (subject, in the case of such unaudited statements, to the absence of footnotes and to normal year-end adjustments) and (y) present fairly in all material respects the consolidated financial condition of the applicable Loan Parties and their Subsidiaries as at the dates covered in the financial statements and the results of their operations for the periods then ended.

Section 9.5 No Material Adverse Effect. Since December 31, 2020, there has been no Material Adverse Effect.

Section 9.6 Litigation and Contingent Liabilities. No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to each Loan Party's knowledge, threatened against any Loan Party or Subsidiary thereof which could reasonably be expected to have a Material Adverse Effect, except as set forth in Schedule 9.6. Other than any liability incident to such litigation or proceedings, no Loan Party or Subsidiary thereof has any material contingent liabilities which (a) are not listed on Schedule 9.6, or (b) do not constitute Permitted Debt.

Section 9.7 Ownership of Properties; Liens. Each Loan Party and Subsidiary thereof owns good title to (and, in the case of (a) real property owned in fee simple, marketable title to, or (b) in the case of leased real property, a valid leasehold interest in) all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges, and claims (including infringement claims with respect to any registered or issued patents, trademarks, service marks, and copyrights owned by that Loan Party and/or that Subsidiary), except for Permitted Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Administrative Agent.

Section 9.8 Equity Ownership; Subsidiaries. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are duly authorized and validly issued, fully paid and non-assessable. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are free and clear of all Liens, other than Permitted Liens, and all such Equity Interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Schedule 9.8 sets forth the authorized Equity Interests of each Loan Party and Subsidiary thereof as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1. Schedule 9.8 sets forth the Excluded Foreign Subsidiaries as of the date hereof. All of the issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are owned as set forth on Schedule 9.8 as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1, and all of the issued and outstanding Equity Interests of each Subsidiary thereof is, directly or indirectly, owned by Ultimate Holdings, except for the Equity Interest of (a) Anzen Soluciones S.A. de C.V. of which 92% are directly or indirectly owned by Intermediate Holdings and (b) AgileThought Digital Solutions, S.A.P.I. de C.V. of which 1% are directly or indirectly owned by Invertis S.A. de C.V. As of the date hereof and the date of each Compliance Certificate delivered in connection with financial statements provided pursuant to Section 10.1.1, except as set forth on Schedule 9.8, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights, or other similar agreements or understandings for the purchase or acquisition of any Equity Interests of any Loan Party or Subsidiary thereof.

Section 9.9 Pension Plans. No Loan Party or Subsidiary thereof sponsors or maintains, and no Loan Party or Subsidiary thereof (or other member of the Controlled Group) has any liability with respect to a Pension Plan or a Multiemployer Pension Plan. In the event any Loan Party or Subsidiary thereof (or other member of the Controlled Group) sponsors, maintains or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, then:

(a) The Unfunded Liability of all Pension Plans does not in the aggregate exceed twenty percent of the Total Plan Liability for all such Pension Plans. Each Pension Plan complies in all material respects with all applicable requirements of law and regulations. No contribution failure under Section 430 of the Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan, sufficient to give rise to a Lien under Section 303(k) of ERISA, or otherwise to have a Material Adverse Effect. There are no pending or, to the knowledge of each Loan Party and Subsidiary thereof, threatened, claims, actions, investigations or lawsuits against any Pension Plan, any fiduciary of any Pension Plan, or any Loan Party or Subsidiary thereof (or other member of the Controlled Group) with respect to a Pension Plan or a Multiemployer Pension Plan which could reasonably be expected to have a Material Adverse Effect. Neither any Loan Party nor any Subsidiary thereof (or other member of the Controlled Group) has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Pension Plan or Multiemployer

Pension Plan which would subject that Person to any material liability. Within the past five years, no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has engaged in a transaction which resulted in a Pension Plan with an Unfunded Liability being transferred out of the Controlled Group, which could reasonably be expected to have a Material Adverse Effect. No Termination Event has occurred or is reasonably expected to occur with respect to any Pension Plan, which could reasonably be expected to have a Material Adverse Effect.

(b) (i) All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by each Loan Party or Subsidiary thereof (or other member of the Controlled Group) under the terms of the plan or of any collective bargaining agreement or by applicable law, (ii) no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan; and no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has received any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

Section 9.10 Investment Company Act. No Loan Party or Subsidiary thereof is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940.

Section 9.11 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all respects with the requirements of all laws and all orders, writs, injunctions, and decrees applicable to it or to its properties, except where (a) that requirement of law or order, writ, injunction, or decree is being contested in good faith by appropriate proceedings diligently conducted, or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 9.12 Regulation U. No Loan Party or Subsidiary thereof is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

Section 9.13 Taxes. Each Loan Party and Subsidiary thereof has timely filed all income and other material tax returns and reports required by law to have been filed by it and has paid all income and other material Taxes and governmental charges due and payable with respect to each such return, except any such Taxes or charges that (a) are not delinquent, (b) remain payable without penalty or interest, or (c) are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside on

that Loan Party's or that Subsidiary's books. Each Loan Party and Subsidiary thereof has made adequate reserves on their books and records in accordance with GAAP for all Taxes that have accrued but which are not yet due and payable. No Loan Party or Subsidiary thereof has participated in any transaction that relates to a year of the taxpayer (which is still open under the applicable statute of limitations) which is a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b) (irrespective of the date when the transaction was entered into).

Section 9.14 Solvency, etc.

(a) On the Closing Date, and immediately prior to and after giving effect to the issuance of each borrowing of Loans under this Agreement and the use of the proceeds thereof, with respect to each Borrower, individually, and the Loan Parties and their Subsidiaries taken as a whole (a) the fair value of its or their assets is greater than the amount of its or their liabilities (including disputed, contingent and unliquidated liabilities) as that value is established and liabilities evaluated in accordance with GAAP, (b) the present fair saleable value of its or their assets is not less than the amount that will be required to pay the probable liability on its or their debts as they become absolute and matured, (c) it is, and they are, able to realize upon its or their assets and pay its or their debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, (d) it does not, and they do not, intend to, and it does not, and they do not, believe that it or they will, incur debts or liabilities beyond its or their ability to pay as those debts and liabilities mature, and (e) it is not, and they are not, engaged in or about to engage in business or a transaction for which its or their property would constitute unreasonably small capital.

(b) Each Mexican Loan Party is solvent pursuant to Mexican law, including, but not limited to, pursuant to Article 2166 of the Mexican Federal Civil Code (*Código Civil Federal*) and its correlative provisions of the Civil Codes of the States of Mexico and Articles 9, 10, or 11 of the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*), and it has not been declared in *concurso mercantil* or bankruptcy (*quiebra*) or other similar insolvency procedure.

Section 9.15 Environmental Matters. The on-going operations of each Loan Party and Subsidiary thereof comply in all respects with all Environmental Laws, except for non-compliance that could not (if enforced in accordance with applicable law) reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. Each Loan Party and Subsidiary thereof has obtained, and maintained in good standing, all licenses, permits, authorizations, registrations, and other approvals required under any Environmental Law and required for their respective ordinary course operations, and for their reasonably anticipated future operations, and each Loan Party and Subsidiary thereof is in compliance with all terms and conditions thereof, except where the failure to do so could not reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries and could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof or, to any Loan Party's knowledge, any of their respective properties or operations is subject to, nor reasonably anticipates the issuance of

(a) any written order from or agreement with any federal, state, or local Governmental Authority, or (b) any judicial or docketed administrative or other proceeding respecting any Environmental Law, Environmental Claim, or Hazardous Substance that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. There are no Hazardous Substances or other conditions or circumstances existing with respect to any property, arising from operations prior to the Closing Date, or relating to any waste disposal of any Loan Party or any Subsidiary thereof that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that at any time have released, leaked, disposed of or otherwise discharged Hazardous Substances that could reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries.

Section 9.16 Insurance. Set forth on Schedule 9.16 is a complete and accurate summary of the property and casualty insurance policies of the Loan Parties and their Subsidiaries as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 (including the names of all insurers, policy numbers, expiration dates, amounts and types of coverage, annual premiums, exclusions, deductibles, self-insured retention, and a description in reasonable detail of any self-insurance program, retrospective rating plan, fronting arrangement, or other risk assumption arrangement involving any Loan Party or Subsidiary thereof). Each Loan Party and Subsidiary thereof and its properties are insured with what are reasonably believed by the Loan Parties to be financially sound and reputable insurance companies that are not Affiliates of the Loan Parties, in such amounts, with such deductibles, and covering such risks as are customarily carried by companies of similar size, engaged in similar businesses, and owning similar properties in localities where the Loan Parties and their Subsidiaries operate.

Section 9.17 Real Property. Set forth on Schedule 9.17 is a true and correct list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2, of the address of all real property owned or leased by any Loan Party or Subsidiary thereof, together with, in the case of leased property, the name and mailing address of the lessor of such property.

Section 9.18 Information. All information heretofore or contemporaneously with this Agreement furnished in writing by any Loan Party or Subsidiary thereof to any Agent or any Lender for purposes of or in connection with this Agreement and the transactions contemplated by this Agreement is, and all written information hereafter furnished by or on behalf of any Loan Party or Subsidiary thereof to any Agent or any Lender pursuant to or in connection with this Agreement will be, true and accurate in every material respect on the date as of which that information is dated or certified, and none of that information is or will be incomplete by omitting to state any material fact necessary to make that information not misleading in light of

the circumstances under which made (it being recognized by the Agents and the Lenders that any projections and forecasts provided by Borrowers are based on good faith estimates and assumptions believed by Borrowers to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results).

Section 9.19 Bank Accounts. Schedule 9.19 sets forth a complete and accurate list as of the Closing Date of all deposit, checking, and other bank accounts, all securities and other accounts maintained with any broker dealer or other securities intermediary, and all other similar accounts maintained by each Loan Party and Subsidiary thereof, together with a description thereof (including the bank, broker dealer, or securities intermediary at which each such account is maintained and the account number and the purpose thereof).

Section 9.20 Burdensome Obligations. No Loan Party or Subsidiary thereof is a party to any agreement or contract or subject to any restriction contained in its organizational documents or its governing documents that could reasonably be expected to have a Material Adverse Effect.

Section 9.21 Intellectual Property. Except as set forth on Schedule 9.21, each Loan Party and Subsidiary thereof owns or licenses or otherwise has the right to use all licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for any infringements and conflicts that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 9.21 is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of all such material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights of each Loan Party and Subsidiary thereof. No slogan or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Loan Party or Subsidiary thereof infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened, except for any infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To each Loan Party's and Subsidiary's knowledge, no patent, invention, device, application, principle, or any statute, law, rule, regulation, standard, or code is pending or proposed, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 9.22 Material Contracts. Set forth on Schedule 9.22(a) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Redline AgileThought - First Amendment to Credit Agreement - Exhibit A 2126302v1 and AgileThought - First Amendment to Credit Agreement - Exhibit A 2126302v4 12/10/2021 10:37:47 AM

Section 10.1.1 of all Material Contracts of each of the Loan Parties and their Subsidiaries, (showing the parties and subject matter thereof and amendments and modifications thereto) of the Material Contracts of each Loan Party and Subsidiary thereof. Each such Material Contract (a) is in full force and effect and is binding upon and enforceable against each Loan Party or Subsidiary thereof that is a party thereto and, to each Loan Party's and Subsidiary's knowledge, all other parties thereto in accordance with its terms, (b) has not been otherwise amended or modified, and (c) is not in default due to the action of any Loan Party or Subsidiary thereof or, to the knowledge of any Loan Party or Subsidiary thereof, any other party thereto. Set forth on Schedule 9.22(b) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1 of all earn-out payment and similar obligations of the Loan Parties or Subsidiaries as in effect on such date (showing the parties and subject matter thereof and amendments and modifications thereto).

Section 9.23 Labor Matters. There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party or Subsidiary thereof, threatened against any Loan Party or Subsidiary thereof before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or Subsidiary thereof that arises out of or under any collective bargaining agreement, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against any Loan Party or Subsidiary thereof or (c) to the knowledge of each Loan Party and Subsidiary thereof, no union representation question existing with respect to the employees of any Loan Party or Subsidiary thereof and no union organizing activity taking place with respect to any of the employees of any Loan Party or Subsidiary thereof. No Loan Party or Subsidiary thereof or ERISA Affiliate thereof has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and Subsidiary thereof have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent any such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party or Subsidiary thereof on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of that Loan Party or that Subsidiary, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.24 No Bankruptcy Filing. No Loan Party or Subsidiary thereof is contemplating either an Insolvency Proceeding or the liquidation of all or a major portion of that Loan Party's or that Subsidiary's assets or property, and no Loan Party or Subsidiary thereof has any knowledge of any Person contemplating an Insolvency Proceeding against any Loan Party or Subsidiary thereof.

Section 9.25 Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 9.25 sets forth a complete and

accurate list of (a) the exact legal name of each Loan Party and Subsidiary thereof, (b) the jurisdiction of organization of each Loan Party and Subsidiary thereof, (c) the organizational identification number of Loan Party and Subsidiary thereof (or indicates that that Loan Party or Subsidiary has no organizational identification number), (d) each place of business of each Loan Party and Subsidiary thereof; (e) the chief executive office of each Loan Party and Subsidiary thereof, and (f) the federal employer identification number (or equivalent identifying designation) of Loan Party and Subsidiary thereof.

Section 9.26 Locations of Collateral. There is no location at which any Loan Party has any tangible Collateral (except for inventory in transit in the ordinary course of business) other than those locations listed on Schedule 9.26. Schedule 9.26 contains a true, correct, and complete list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of the names and addresses of each warehouse at which Collateral of each Loan Party is stored. None of the receipts received by any Loan Party or Subsidiary thereof from any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and that named Person's assigns.

Section 9.27 Security Interests. The Guaranty and Collateral Agreement create in favor of Collateral Agent for the benefit of Agents and the Lenders a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon the filing of the UCC-1 financing statements described in Section 12, Collateral Agent or the Lenders, as applicable, taking possession of any certificates or instruments representing or evidencing Collateral to the extent required by the UCC, the execution and delivery of Control Agreements with respect to Deposit Accounts and the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, the security interests in and Liens on the Collateral granted under the Guaranty and Collateral Agreement will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than (a) the filing of continuation statements in accordance with applicable law, (b) the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights, and (c) the recordation of appropriate evidence of the security interest in the appropriate foreign registry with respect to all foreign intellectual property.

Upon the execution of the Mexican Collateral Amendment and Reaffirmation Agreements, the Mexican Collateral Agreement will create in favor of the Lenders, a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon (i) proper registration of the relevant Mexican Collateral Amendment and

Reaffirmation Agreements before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and proper registration of the Mexican Security Trust Amendment and Reaffirmation Agreement before the Mexican Industrial Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Amendment and Reaffirmation Agreement, respectively, (ii) the delivery of the relevant share certificates, as applicable, issued by a Mexican Subsidiary that is a party to or executes the Mexican Collateral Amendment and Reaffirmation Agreements with respect to any Equity Interests issued by such Mexican Subsidiaries that are part of the Collateral, together with their corresponding endorsement, if applicable, and (iii) the execution of the relevant entry in the corporate books of each Mexican Subsidiary, made in terms of applicable law requirements, the security interests in and Liens on the Collateral granted under the Mexican Collateral Agreements, respectively will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than any filings in connection with the Mexican Security Trust in accordance with its terms.

Section 9.28 No Default. No Default or Event of Default exists or would result from the incurrence by any Loan Party or Subsidiary thereof of any Debt hereunder or under any other Loan Document.

Section 9.29 Hedging Obligations. No Loan Party or Subsidiary thereof is a party to, nor will it be a party to, any Hedging Agreement or incur any Hedging Obligations, other than Hedging Obligations permitted under Section 11.1(k).

Section 9.30 OFAC. Each Loan Party and each Subsidiary and Affiliate thereof is and will remain in compliance in all material respects with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Loan Party or Subsidiary or Affiliate thereof is (a) a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with that Person; or (c) controlled by (including, without limitation, by virtue of that Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law.

Section 9.31 Patriot Act. Each Loan Party, each of its Subsidiaries and each of their Affiliates are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B

Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (b) the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "Patriot Act"), and (c) other federal or state laws relating to "*know your customer*" and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 9.32 Anti-Terrorism Laws.

(a) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) is in violation in any material respects of any United States Requirements of Law relating to terrorism, sanctions or money laundering (the "Anti-Terrorism Laws"), including the United States Executive Order No. 13224 on Terrorist Financing (the "Anti-Terrorism Order") and the Patriot Act.

(b) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (ii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (iii) commits, threatens or conspires to commit or supports "terrorism" as defined in the Anti-Terrorism Order or (iv) is named as a "specially designated national and blocked person" in the most current list published by OFAC.

(c) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in clauses (b)(i) through (b)(iv) above, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the Anti-Terrorism Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 9.33 [Reserved].

Section 9.34 Holdings Representations. None of the Holding Companies have (a) entered into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Senior Credit Facility Documents to which it is a party, the Loan Documents to which it is a party, the definitive documentation evidencing the Permitted Investor Debt to which it is a party, and its governing documents (collectively, the "Holdings Documents"), (b) engaged in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than the making of

Investments in a Borrower existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, and (iv) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidated or merged with or into any other Person.

Section 9.35 Subordinated Debt. The subordination provisions of the documents evidencing or relating to Subordinated Debt and each Subordination Agreement are enforceable against the holders of the Subordinated Debt and the other third parties to such Subordination Agreements by Administrative Agent and the Lenders. Subject to the Reference Subordination Agreement, all Obligations constitute senior Debt entitled to the benefits of the subordination provisions contained in the documents evidencing or relating to Subordinated Debt and each Subordination Agreement. No Loan Party or Subsidiary thereof has any Subordinated Debt other than its obligations hereunder and under the Master Intercompany Note. Each Loan Party and Subsidiary thereof acknowledges that Administrative Agent and each Lender are entering into this Agreement and are extending the Commitments and making the Loans in reliance upon the subordination provisions of the documents evidencing or relating to Subordinated Debt, each Subordination Agreement and this Section 9.35.

Section 9.36 Legal Form.

(a) Each of the Loan Documents to which any Loan Party is a party is (or upon its coming into effect will be) in proper legal form under the governing law of the jurisdiction of such Loan Party for the enforcement thereof against such Loan Party under such laws.

(b) Each Tranche A-1 Note, when duly completed in the form of Exhibit D and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable,* in the terms provided in Exhibit D) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.

(c) Each Tranche A-2 Note, when duly completed in the form of Exhibit H and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable,* in the terms provided in Exhibit H) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.

Section 9.37 Exchange Controls. Under current laws and regulations of Mexico and each political subdivision thereof, all interest, principal, premium, if any, and other payments due or to be made on any Loans or otherwise pursuant to the Loan Documents, may be freely transferred out of Mexico and may be paid in, or freely converted into, Dollars.

Section 9.38 Governing Law and Enforcement. In any proceedings in Mexico to enforce this Agreement or any other Loan Document expressed to be governed by New York law, the choice of New York law as the governing law under this Agreement and under such other Loan Document should be recognized by the competent courts of Mexico. The irrevocable and express submission of Loan Parties to the exclusive jurisdiction of any the State of New York and of the United States District Court of the Southern District of New York pursuant to paragraph (a) of Section 15.19, and the appointment by each Mexican Loan Party of the Process Agent pursuant to paragraph (a) of Section 15.19 is legal, valid, binding and enforceable in accordance with its terms. A final judgment rendered by the courts of the State of New York or of the United States District Court of the Southern District of New York, United States of America, pursuant to a legal action instituted against any of the Mexican Loan Parties before any such court in connection with the obligations of the relevant the Mexican Loan Parties hereunder, would be enforceable against such Mexican Loan Parties in Mexico by the competent courts of Mexico, pursuant to Article 1347-A of the Mexican Commerce Code (*Código de Comercio*), which provides, inter alia, that any judgment rendered outside Mexico may be enforced by Mexican courts, provided that:

(a) such judgment is obtained in compliance with the legal requirements of the jurisdiction of the court rendering such judgment and in compliance with all legal requirements of this Agreement;

(b) such judgment is strictly for the payment of a certain sum of money, based on an in personam (as opposed to an in rem) action;

(c) the judge or court rendering the judgment was competent to hear and issue a judgment on the subject matter of the case in accordance with accepted principles of international law that are compatible with Mexican law;

(d) service of process is made personally on the defendant or on its duly appointed process agent;

(e) such judgment does not contravene Mexican law, Mexican public policy, international treaties or agreements binding upon Mexico or generally accepted principles of international law;

(f) the formalities set forth in treaties to which Mexico is a party and the applicable procedural requirements under the laws of Mexico with respect to the enforcement of foreign judgments (including the issuance of a letter rogatory by the competent authority of such jurisdiction requesting enforcement of such judgment and the certification of such judgment as

authentic by the corresponding authorities of such jurisdiction in accordance with the laws thereof) are complied with;

(g) the action in respect of which such judgment is rendered is not the subject matter of a lawsuit among the same parties, pending before a Mexican court;

(h) such judgment is final in the jurisdiction where obtained;

(i) the courts of such jurisdiction recognize the principles of reciprocity in connection with the enforcement of Mexican judgments in such jurisdiction; and

(j) in the event that any legal proceedings are brought to the courts of Mexico, a Spanish translation of the documents (other than the Mexican Collateral Agreements that are executed in the Spanish language) required in such proceedings prepared by a court-approved translator would have to be approved by the court after the defendant had been given an opportunity to be heard with respect to the accuracy of the translation, and proceedings would thereafter be based upon the translated documents.

Section 9.39 [Reserved].

Section 9.40 Permitted Existing Earn-out Obligations. The Entrepids and Extend Solutions Earn-out Obligations constitute Permitted Existing Earn-out Obligations.

Section 9.41 PPP Loans. Each PPP Borrower is eligible under the CARES Act to incur the applicable PPP Loans. All applications, documents and other information submitted to any Governmental Authority with respect to the PPP Loans shall be true and correct in all respects. None of Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates is deemed an "affiliate" of any Loan Party or any of its Subsidiaries for any purpose related to the PPP Loans, including the eligibility criteria with respect thereto. Each Loan Party acknowledges and agrees that (a) it has consulted its own legal and financial advisors with respect to all matters related to the PPP Loans (including eligibility criteria) and the CARES Act, (b) it is responsible for making its own independent judgment with respect to the PPP Loans and the process leading thereto, and (c) it has not relied on Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates with respect to any of such matters.

ARTICLE X

AFFIRMATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall, and shall cause each Subsidiary thereof to:

Section 10.1 Reports, Certificates and Other Information. Furnish or cause Borrower Representative to furnish to Administrative Agent and each Lender:

10.1.1 Annual Report. Promptly when available and in any event within 120 days after the close of each Fiscal Year (a) a copy of the annual audit report of the Consolidated Group for such Fiscal Year, including consolidated balance sheets and statements of earnings and cash flows of the Consolidated Group as at the end of such Fiscal Year certified without adverse reference to going concern value and without qualification by independent auditors of recognized standing selected by Borrowers and reasonably acceptable to Administrative Agent, and (b) a balance sheet of the Consolidated Group as of the end of that Fiscal Year and statement of earnings and cash flows for the Consolidated Group for that Fiscal Year, certified by a Senior Officer of Borrower Representative.

10.1.2 Interim Reports. Promptly when available and in any event within 30 days after the end of each month, the consolidated balance sheets of the Consolidated Group as of the end of such month, together with (a) consolidated statements of earnings and a consolidated statement of cash flows for that month and for the period beginning with the first day of that Fiscal Year and ending on the last day of that month, (b) a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for that period of the current Fiscal Year, (c) a management discussion and analysis, in the cases of clauses (a) through (c) all certified by a Senior Officer of Borrower Representative, and (d) a calculation, in form and substance reasonably satisfactory to the Administrative Agent, of the number of people employed on a full-time basis by the members of the Consolidated Group as of the end of such month.

10.1.3 Compliance Certificates. Contemporaneously with the furnishing of a copy of each annual audit report pursuant to Section 10.1.1 and each set of quarterly statements pursuant to Section 10.1.2, a duly completed compliance certificate in the form of Exhibit A, with appropriate insertions, dated the date of such annual report or such quarterly statements and signed by a Senior Officer of the Borrower Representative, containing (a) a computation of each of the financial ratios and restrictions set forth in Section 11.12, (b) a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it and a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, and (c) a written statement of the management of the Consolidated Group setting forth a discussion of the financial condition, changes in financial condition, and results of operations of the Consolidated Group.

10.1.4 Reports to the SEC and to Shareholders. Promptly upon the filing or sending thereof, copies of all regular, periodic, or special reports of any Loan Party or Subsidiary thereof filed with the SEC; copies of all registration statements of any Loan Party or Subsidiary thereof filed with the SEC (other than on Form S-8); and copies of all proxy statements or other communications made to security holders of any Loan Party or Subsidiary thereof generally; in

each case other than such documents filed with the SEC's Electronic Data Gathering, Analysis and Retrieval system.

10.1.5 Notice of Default, Litigation and ERISA Matters. Promptly upon becoming aware of any of the following, written notice describing the same and the steps being taken by each Loan Party or the Subsidiary affected thereby with respect thereto:

(a) the occurrence of a Default or an Event of Default;

(b) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or Subsidiary thereof or their respective property (i) in which the amount of damages claimed is U.S.$500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such litigations or proceedings, (ii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any other Loan Document, or (iii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) (i) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, (ii) the failure of any member of the Controlled Group to make a required contribution to any Pension Plan (if that failure is sufficient to give rise to a Lien under Section 303(k) of ERISA) or to any Multiemployer Pension Plan; (iii) the taking of any action with respect to a Pension Plan that could result in the requirement that any Loan Party or Subsidiary thereof furnish a bond or other security to the PBGC or that Pension Plan, (iv) the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan that could result in the incurrence by any member of the Controlled Group of any material liability, fine, or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), (v) any material increase in the contingent liability of any Borrower with respect to any post-retirement welfare benefit plan or other employee benefit plan of any Loan Party or Subsidiary thereof; or (vi) any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent;

(d) any cancellation or material change in any insurance maintained (or required to be maintained) by any Loan Party or Subsidiary thereof;

(e) any violation of, or non-compliance with, any material requirement of law by any Loan Party or Subsidiary thereof; or

(f) any other event (including (i) any violation of any Environmental Law or the assertion of any Environmental Claim or (ii) the enactment or effectiveness of any law, rule or regulation) which would reasonably be expected to have a Material Adverse Effect.

Real Estate. Promptly upon any Loan Party or Subsidiary thereof acquiring or leasing any real property after the Closing Date, an updated version of Schedule 9.17 showing information as of the date of delivery.

10.1.7 Management Reports. Promptly upon receipt thereof, copies of all detailed financial and management reports submitted to each Loan Party or Subsidiary thereof by independent auditors in connection with each annual or interim audit made by such auditors of the books of such Loan Party or Subsidiary.

10.1.8 Projections. [Reserved].

10.1.9 Subordinated Debt And Related Transaction Notices. Promptly following receipt, copies of any material notices (including notices of default or acceleration) received (a) from any holder or trustee of, under or with respect to any Subordinated Debt, or (b) any Material Contract.

10.1.10 New Subsidiaries. Within fifteen (15) Business Days following the occurrence thereof, notice of the formation or acquisition of any Subsidiary, including, without limitation, any Foreign Subsidiary (whether or not constituting an Excluded Foreign Subsidiary).

10.1.11 Other Information. Promptly from time to time, such other information (including, without limitation, business or financial data, reports, appraisals and projections) concerning any of the Loan Parties and their Subsidiaries or their respective properties or businesses as any Lender or Administrative Agent may reasonably request.

Section 10.2 Books, Records and Inspections; Electronic Reporting System; Field Examinations and Appraisals. (a) Keep, and cause each other Loan Party and Subsidiary thereof to keep, its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP, (b) permit, and cause each and Loan Party and Subsidiary thereof to permit, any Lender or Administrative Agent or any representative, agent, or advisor thereof to inspect the properties and operations of the Loan Parties and their Subsidiaries, (c) permit, and cause each Loan Party and Subsidiary thereof to permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or Administrative Agent or any representative, agent, or advisor thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and each Loan Party and Subsidiary thereof hereby authorizes all such independent auditors to discuss those financial matters with any Lender or Administrative Agent or any representative, agent, or advisor thereof) and to examine (and photocopy extracts from) any of its books or other records, and (d) permit, and cause each Loan Party and Subsidiary thereof to permit, Administrative Agent and its representatives, agents, and advisors to inspect the inventory and other tangible assets of the Loan Parties and their Subsidiaries, to perform appraisals of the equipment of the Loan Parties and their Subsidiaries, and to inspect, audit, conduct physical counts and perform valuations thereof, and to audit, check and make copies of

and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to inventory, accounts, and any other Collateral (each such visit, discussion, examination, inspection, valuation, appraisal and audit referred to in clauses (b) through (d), collectively, an "Examination"). All such Examinations by Administrative Agent and its representatives, agents, and advisors will be at Borrowers' expense, except that so long as no Default or Event of Default has occurred and is continuing, Borrowers will not be required to reimburse Administrative Agent for more than one such Examination each Fiscal Year.

Section 10.3 Maintenance of Property; Insurance.

(a) Keep, and cause each Loan Party and Subsidiary thereof to keep, all property used and necessary in the business of the Loan Parties and their Subsidiaries in good working order and condition, ordinary wear and tear excepted.

(b) Maintain, and cause each Loan Party and Subsidiary thereof to maintain, with responsible insurance companies, all insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it, general liability insurance (and, subject to Section 10.13, business interruption insurance) in such amounts and duration, and with such deductibles, as are customary for companies of similar size and in similarly industries as the Loan Parties and consistent with past practices of the Loan Parties and their Subsidiaries, and all other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated, but which must insure against all risks and liabilities of the type identified on Schedule 9.16; and, upon request of Administrative Agent or any Lender, furnish to Administrative Agent or that Lender original or electronic copies of policies evidencing that insurance and a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Loan Parties and their Subsidiaries. Subject to the Reference Subordination Agreement, Borrowers shall cause each issuer of an insurance policy in respect of any Loan Party to provide Administrative Agent with an endorsement (i) showing Administrative Agent as lender's loss payee with respect to each policy of property or casualty insurance and naming Administrative Agent as an additional insured with respect to each policy of liability insurance, (ii) providing that 30 days' notice will be given to Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to that policy, and (iii) reasonably acceptable in all other respects to Administrative Agent. Subject to the Reference Subordination Agreement, each Loan Party and Subsidiary thereof shall, subject to Section 10.13, execute and deliver to Administrative Agent a collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy maintained by that Loan Party.

Section 10.4 Compliance with Laws; Payment of Taxes and Liabilities.

(a) Comply, and cause each of the Loan Parties and their Subsidiaries to comply, in all respects with all applicable Requirements of Law and Permits of any

Governmental Authority having jurisdiction over it, its business, or its properties, except where failure to comply would not reasonably be expected to have a Material Adverse Effect.

(b) Without limiting Section 10.4(a), ensure, and cause each of the Loan Parties and their Subsidiaries to ensure, that no Person who owns a controlling interest in or otherwise controls any of the Loan Parties and their Subsidiaries is (i) listed on the SDN List maintained by OFAC and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order, or regulation; or (ii) a Person designated under Section 1(b), (c), or (d) of the Anti-Terrorism Order, any related enabling legislation, or any other similar Executive Orders.

(c) Without limiting Section 10.4(a), comply, and cause each of the Loan Parties and their Subsidiaries to comply, with all applicable Bank Secrecy Act and anti-money laundering laws and regulations.

(d) Pay, and cause each of the Loan Parties and their Subsidiaries to pay, prior to delinquency, all material taxes and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property, but none of the Loan Parties and their Subsidiaries will be required under this Section 10.4(d) to pay any such tax or charge so long as that Loan Party or that Subsidiary is contesting the validity thereof in good faith by appropriate proceedings and has set aside on its books adequate reserves with respect thereto in accordance with GAAP, and, in the case of a claim that could become a Lien on any Collateral, those contest proceedings stay the foreclosure of that Lien or the sale of any portion of the Collateral to satisfy that claim.

(e) Within thirty (30) days of any owner of Intermediate Holdings filing a final U.S. federal income tax return for a taxable year (to the extent required to do so), certify as to the Permitted Tax Distributions made by Intermediate Holdings to such owner during such taxable year.

Section 10.5 Maintenance of Existence, etc. Maintain and preserve, and (subject to Section 11.4) cause each other Loan Party to maintain and preserve, (a) its existence and good standing in the jurisdiction of its organization and (b) its qualification to do business and good standing in each jurisdiction where the nature of its business makes that qualification necessary (other than any such jurisdictions in which the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect).

Section 10.6 Use of Proceeds. Use the proceeds of the Loans to (a) prepay loans outstanding under the Senior Credit Facility in an aggregate principal amount not less than U.S.$20,000,000 and (b) any remaining proceeds of the Loans after applying the proceeds of the Loans pursuant to clause (a) above, for other general corporate purposes of the Loan Parties. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing or carrying" any Margin Stock. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, or lend,

contribute or otherwise make available such Loan or the proceeds of any Loan to any Person to fund any activities of or business with any Person, or in a Designated Jurisdiction that, at the time of such funding, is the subject of Sanctions, or in any manner that will result in a violation by any Person (including any Person participating in the transaction, whether as Lender, Agent or otherwise) of Sanctions.

Section 10.7 Employee Benefit Plans.

(a) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan, maintain, and cause each other member of the Controlled Group to maintain, each Pension Plan in substantial compliance with all applicable requirements of law and regulations.

(b) In the event any Loan Party or a member of its Controlled Group has any liability with respect to a Multiemployer Pension Plan, make, and cause each other member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan.

(c) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, not, and not permit any other member of the Controlled Group to (i) seek a waiver of the minimum funding standards of ERISA, (ii) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (iii) take any other action with respect to any Pension Plan that would reasonably likely be expected to entitle the PBGC to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan, unless the actions or events described in clauses (i), (ii) and (iii) individually or in the aggregate would not have a Material Adverse Effect.

Section 10.8 Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances occurs or has occurred on any real property or any other assets of any Loan Party or Subsidiary thereof, cause (and cause each other Loan Party and Subsidiary to cause) the prompt containment and removal of those Hazardous Substances and the remediation of that real property or other assets as necessary to comply with all applicable Environmental Laws and to preserve in all material respects the value of that real property or other assets. Without limiting the generality of the foregoing, comply (and cause each other Loan Party and Subsidiary thereof to comply) with any applicable federal or state judicial or administrative order requiring the performance at any real property of any of the Loan Parties or their Subsidiaries of activities in response to the release or threatened release of a Hazardous Substance. To the extent that the transportation of Hazardous Substances is permitted by this Agreement, dispose (and cause each other Loan Party and Subsidiary thereof to dispose) of all Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating in compliance with Environmental Laws.

Section 10.9 Further Assurances. Take, and cause each of its Subsidiaries (other than Excluded Foreign Subsidiaries) to take, all actions as are necessary or as Administrative Agent or the Required Lenders reasonably request from time to time to ensure that the Obligations of each Loan Party and its Subsidiaries under the Loan Documents are, subject to the Reference Subordination Agreement, (a) secured by a first priority perfected Lien in favor of, with respect to assets located in the United States, Collateral Agent for the benefit of Agents and the Lenders or, with respect to assets located in the Mexico, the Lenders, (subject only to Permitted Liens) on substantially all of the assets of each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date **(**and, in the case of all Loan Parties and their Subsidiaries organized under the laws of, or with assets located in, Mexico, subject to the relevant Mexican Collateral Agreements); and (b) guaranteed by each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date, in each case as the Required Lenders may determine in their discretion, including (i) the execution of a joinder in the form of Exhibit B, (ii) the execution and delivery of guaranties, security agreements, pledge agreements, Mortgages, deeds of trust, financing statements, opinions of counsel and other documents (including, without limitation, any documents in connection with depositing any assets of each Loan Party and Subsidiary (other than Excluded Foreign Subsidiaries) with assets located in Mexico (including all accounts receivable), into the Mexican Security Trust or the Mexican Administration Trust, in accordance with their respective terms), in each case in form and substance satisfactory to the Required Lenders in their discretion, and the filing or recording of any of the foregoing; provided that with respect to all account receivables of account debtors of the Mexican Subsidiaries that were not account debtors on the Closing Date, the Loan Parties and their Subsidiaries shall take best efforts to make such account receivables subject to the Mexican Administration Trust, (iii) the delivery of certificated securities and other Collateral with respect to which perfection is obtained by possession, and (iv) with respect to any fee owned real property acquired by any Borrower or any Subsidiary (other than Excluded Foreign Subsidiaries) after the Closing Date having a fair market value in excess of $1,000,000, the delivery (to the extent requested by the Required Lenders) within 30 days after the date that real property was acquired (or such longer period the Required Lenders may provide in their sole discretion) of a duly executed Mortgage with respect to that real property providing for a fully perfected Lien, in favor of Collateral Agent or the Lenders, in all right, title and interest of the applicable Loan Party in that real property, together with all Mortgage-Related Documents and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to Collateral Agent or the Lenders, as applicable, in their discretion after the Closing Date, the delivery within 30 days after the date such real property was acquired (or such longer period as the Required Lenders may provide in their discretion) of a Mortgage, the Mortgage-Related Documents, and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to the Required Lenders in their discretion.

Section 10.10 Deposit Accounts. Subject to the Reference Subordination Agreement, on and after the 60th day after the Closing Date, unless Administrative Agent otherwise consents in

writing, the Borrowers will use best efforts to maintain, and cause each other Loan Party to maintain, all of their deposit accounts and securities accounts located in the United States, other than Excluded Deposit Accounts, with an institution that has entered into one or more Control Agreements with Collateral Agent and the applicable Loan Party granting "control" (as defined in the UCC) of each applicable account to Collateral Agent.

Section 10.11_Excluded Foreign Subsidiaries. Not create, form, or acquire, or hold any Equity Interests of any Excluded Foreign Subsidiary other than the Excluded Foreign Subsidiaries in existence on the Closing Date or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 10.12_Repatriation. Within five (5) Business Days following the last day of each Fiscal Quarter (a) cause all Foreign Subsidiaries to repatriate cash to a Deposit Account located in the United States and in the name of any Domestic Borrower over which the Administrative Agent, subject to the Reference Subordination Agreement, has a first priority perfected Lien by virtue of "control" (as defined in the UCC) of such Deposit Account in the amount equal to the sum of (i) the aggregate amount of cash on the consolidated balance sheet for all of the Foreign Subsidiaries on such day minus (ii) U.S.$3,000,000; and (b) provide (i) evidence of the amount of such repatriation to such Deposit Account and (y) Borrower Representative's calculation of the amount of such repatriation for the applicable Fiscal Quarter, together with supporting documentation, to Administrative Agent, all in form and substance acceptable to the Required Lenders.

Section 10.13_Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 10.13, in each case within the time limits specified on such schedule.

Section 10.14_PPP Loans.

(a) (i) Maintain all records required to be submitted in connection with the forgiveness of any PPP Loans and (ii) timely (and, in any event, not later than thirty (30) days (or such longer period as may be agreed by Administrative Agent at the written direction of the Required Lenders) after the seven-week anniversary of the initial incurrence thereof) submit all applications and required documentation necessary or desirable for the lender of the PPP Loans and/or the SBA to make a determination regarding the amount of the PPP Loans that is eligible to be forgiven; provided that, notwithstanding any term in any Loan Document to the contrary, no such submission for forgiveness of the PPP Loans shall be required if the Borrowers reasonably determine that such submission would not be in the best interest of the Loan Parties.

(b) Provide to Administrative Agent and the Lenders copies of any amendments, modifications, waivers, supplements or consents executed and delivered with respect to the PPP Loans promptly (and in any event within three (3) Business Days) upon

execution and delivery thereof, and copies of any notices of default received by any Loan Party with respect to the PPP Loans.

(c) To the extent not included in the foregoing clauses (a) and (b), promptly (and in any event within three (3) Business Days) upon receipt or filing thereof, as applicable, provide to Administrative Agent copies of all material documents, applications and correspondence with the applicable lender or any Governmental Authority relating to the PPP Loans, including with respect to loan forgiveness.

(d) (i) Apply the proceeds of the PPP Loans to CARES Act Permitted Purposes prior to using any other cash on hand to pay such costs and expenses; (ii) use commercially reasonable efforts to conduct their business in a manner that will maximize the amount of PPP Loans forgiven; (iii) deposit all proceeds from the PPP Loans into a Deposit Account (the "PPP Loan Account") that is either a segregated payroll account or otherwise specially and exclusively used to hold proceeds of the PPP Loans and that is not subject to the cash dominion of Administrative Agent or any other secured party, (iv) not commingle their funds that are not proceeds of the PPP Loans with the proceeds of PPP Loans (other than with respect to any funds held in segregated payroll accounts which constitute Excluded Deposit Accounts) and (v) ensure that the proceeds of the PPP Loans are not used to repay other Debt.

(e) On or prior to the date that is five (5) Business Days after the date that the Loan Parties obtain a final determination by the lender of the PPP Loans (and, to the extent required, the SBA) (or such longer period as may be approved in writing by Administrative Agent acting at the direction of the Required Lenders) regarding the amount of PPP Loans, if any, that will be forgiven pursuant to the provisions of the CARES Act, deliver to Administrative Agent a certificate of a Senior Officer of the Borrower Representative certifying as to the amount of the PPP Loans that will be forgiven pursuant to the provisions of the CARES Act, together with reasonably detailed description thereof, all in form satisfactory to the Lenders.

(f) Not make any claim that the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates have rendered advisory services of any nature or respect in connection with any PPP Loan, the CARES Act or the process leading thereto.

ARTICLE XI

NEGATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall:

Section 11.1 Debt. Not, and not permit any Loan Party or Subsidiary thereof to, create, incur, assume or suffer to exist any Debt, except:

(a) Obligations under this Agreement and the other Loan Documents;

(b) the Senior Credit Facility;

(c) [Intentionally Omitted];

(d) (i) Purchase Money Debt incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired (by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), and (ii) Capitalized Lease Obligations incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), in the cases of clauses (i) and (ii), in an aggregate principal outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(d) not to exceed the product of (x) U.S.$1,500 multiplied by (y) the number of people (x) employed on a full-time basis by members of the Consolidated Group, and (y) employed by others, but who are working on a full-time equivalent basis on projects for the Consolidated Group, in each case as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1.2;

(e) (i) Permitted Earn-out Obligations, and (ii) Subordinated Debt (for avoidance of doubt, other than the Permitted Earn-out Obligations, but including all Permitted Investor Debt and Permitted Exitus Debt) incurred after the Closing Date in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed $11,700,000 at any time, so long as such Subordinated Debt is subject to a Subordination Agreement;

(f) unsecured Debt of any Loan Party (other than Intermediate Holdings) to any other Loan Party (other than Intermediate Holdings), as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Administrative Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);

(g) unsecured Debt in respect of netting services and overdraft protections in connection with Deposit Accounts, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(g) not to exceed U.S.$100,000 at any time;

(h) loans or advances to employees, officers or directors of any Loan Party or any of its Subsidiaries, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 in any Fiscal Year, made in the ordinary course of business for travel and related expenses;

(i) Contingent Liabilities of a Loan Party consisting of guarantees of trade accounts payable of another Loan Party;

(j) unsecured Debt owed to any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Loan Parties and their Subsidiaries incurred in connection with such Person providing such benefits or insurance pursuant to customary reimbursement obligations to such Person;

(k) unsecured Hedging Obligations incurred for *bona fide* hedging purposes and not for speculation with respect to risks arising in the ordinary course of Borrowers' business, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(k) not to exceed U.S.$1,000,000 at any time;

(l) unsecured Debt in respect of performance, surety or appeal bonds provided in the ordinary course of business, but excluding (in each case) Debt incurred through the borrowing of money or Contingent Liabilities in respect thereof;

(m) unsecured, non-recourse Debt incurred by any Loan Party or Subsidiary thereof to finance the payment of insurance premiums of such Person, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(m) not to exceed U.S.$250,000 at any time;

(n) Debt described on Schedule 11.1, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased;

(o) Debt of any Excluded Foreign Subsidiary to any Loan Party in an aggregate amount not to exceed U.S.$1,000,000 in the aggregate at any time outstanding as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Collateral Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);

(p) Debt consisting of the PPP Loans; and

(q) other unsecured Debt owed to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any time.

Section 11.2 Liens. Not, and not permit any Loan Party or Subsidiary thereof to, create or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:

(a) Liens in favor of Collateral Agent or the Lenders, as applicable, granted pursuant to the Loan Documents;

(b) Liens securing the Senior Credit Facility;

(c) [Reserved];

(d) Liens securing Purchase Money Debt or Capitalized Lease Obligations, in all cases solely to the extent permitted under Section 11.1(d), provided that any such Lien (i) attaches to the specific property at the time of (or within 20 days following) the original acquisition thereof, (ii) does not extend to cover any property other than such specific property and any after-acquired property that is affixed thereto, (iii) does not extend to any Equity Interests in any Person, and (iv) is limited to such specific property and is not a "blanket" or "all asset" Lien;

(e) Liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(f) Liens arising in the ordinary course of business of the Loan Parties and consisting of (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law and (ii) Liens in the form of deposits or pledges incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations, in the case of clauses (i) and (ii), (x) for sums not overdue for a period of more than sixty (60) days or which are being diligently contested in good faith by appropriate proceedings, (y) not involving any advances or borrowed money or the deferred purchase price of property or services, and (z) for which the Loan Parties and their Subsidiaries maintain adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(g) easements, rights of way, restrictions (including zoning restrictions), covenants, encroachments, and other similar real estate charges or encumbrances, minor defects or irregularities in title, and other similar real estate Liens not interfering in any material respect with the ordinary conduct of the business of any Loan Party or any Subsidiary thereof;

(h) leases, subleases, licenses, or sublicenses of the assets or properties of any Loan Party or Subsidiary thereof, in each case entered into in the ordinary course of business and not interfering in any material respect with the business of any Loan Party or Subsidiary thereof;

(i) customary set-off rights against depository accounts permitted under this Agreement in favor of banks at which any Loan Party or Subsidiary thereof maintains any such depository accounts, so long as those set-off rights secure only the obligations of such Loan Party or Subsidiary to pay ordinary course fees and bank charges;

(j) Liens consisting of precautionary filings of UCC financing statements filed with respect to Operating Leases permitted under this Agreement and any interest of title of a lessor under any Operating Lease permitted under this Agreement;

(k) attachments, appeal bonds, judgments, and other similar Liens arising in connection with court proceedings, so long as (i) the aggregate outstanding amount of all such attachments, appeal bonds, judgments, and other similar Liens of all Loan Parties and their Subsidiaries does not exceed the amount set forth in Section 13.1.8 at any time, and (ii) the execution or other enforcement of such attachments, appeal bonds, judgments, and other similar Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(l) as long as the Loan Parties and their Subsidiaries have complied with Section 10.10 with respect to such Deposit Account, normal and customary rights of setoff upon deposits of cash in a Deposit Account in favor of banks or other depository institutions at which such Deposit Account is maintained, which setoff rights (i) only secure the obligations of such Loan Party to pay ordinary course fees and bank charges, or (ii) are otherwise permitted by any control agreement in favor of Collateral Agent with respect to such Deposit Account;

(m) Liens described on Schedule 11.2 as of the Closing Date, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased; and

(n) other Liens granted to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof in the ordinary course of business, so long as such Liens secure only Permitted Debt in an aggregate outstanding amount, for all Loan Parties and their Subsidiaries, that does not exceed U.S.$100,000 at any time.

Section 11.3 Restricted Payments. Not, and not permit any Loan Party or Subsidiary thereof to, (a) make any cash or non-cash dividend, distribution, or payment to any holders of its Equity Interests, (b) purchase or redeem any of its Equity Interests, (c) pay any management fees, transaction-based fees, or similar fees to any of its equity holders or any Affiliate thereof, (d) make any redemption, prepayment (whether mandatory or optional), defeasance, repurchase or any other payment in respect of any Subordinated Debt or earn-outs or similar payments, (e) make any redemption, prepayment, defeasance, repurchase or any other payment in respect of the PPP Loans, in each case, other than (x) regularly scheduled payments of principal and interest following the deferral period provided in the CARES Act, and (y) any other payment to the extent funded solely with proceeds from the PPP Loans in the PPP Loan Account (or such other

funds approved in writing by Administrative Agent (acting at the written instructions of the Lenders)), or (f) set aside funds for any of the foregoing. Notwithstanding the foregoing, (i) any Loan Party may pay dividends or make distributions to a Borrower or any other Domestic Subsidiary that is a Loan Party (in each case, other than to Ultimate Holdings), (ii) any Subsidiary of a Loan Party may pay dividends or make other distributions to any Loan Party (other than to Intermediate Holdings or Ultimate Holdings) or any Subsidiary of a Loan Party; provided that the aggregate amount of Restricted Payments made to a Foreign Subsidiary that are not immediately distributed to a Borrower or a Domestic Subsidiary that is a Loan Party shall not exceed U.S.$1,000,000 in the aggregate during any trailing twelve consecutive month period, (iii) any Loan Party or Subsidiary thereof may make Permitted Tax Distributions, (iv) so long as no Event of Default has occurred or would result from the making thereof, any Loan Party or Subsidiary thereof may make payments, in an aggregate amount for all Loan Parties and Subsidiaries not to exceed U.S.$250,000 per Fiscal Year, to purchase or redeem Equity Interests of Ultimate Holdings from officers, directors, and employees of such Loan Party or Subsidiary; (v) any Loan Party or Subsidiary thereof may make Permitted Earn-out Payments, (vi) any Loan Party may make payments with respect to Subordinated Debt to the extent expressly permitted under the applicable Subordination Agreement; and (vi) any Loan Party may, with respect to the Permitted Investor Debt and the Permitted Exitus Debt (as defined under the Senior Credit Facility), make payments thereof to the extent expressly permitted under the applicable Subordination Agreement.

Section 11.4 Mergers, Consolidations, Sales. Not, and not permit any Loan Party or Subsidiary thereof to, (a) be a party to any merger or consolidation, (b) sell, transfer, dispose of, convey or lease any of its assets or Equity Interests (including the sale of Equity Interests of any Subsidiary), (c) sell or assign with or without recourse any Accounts, or (d) purchase or otherwise acquire all or substantially all of the assets or any Equity Interests, or any partnership or joint venture interest in, any other Person or make any Acquisition, in all cases other than: (i) any such merger, consolidation, sale, transfer, acquisition, conveyance, lease, or assignment of or by any Borrower or Subsidiary with and into any Borrower or any Subsidiary so long as (t) no other provision of this Agreement would be violated thereby, (u) in the case of any such transactions with a Borrower, a Borrower shall be the surviving Person, (v) in the case of any such transactions with a Domestic Subsidiary, a Domestic Subsidiary shall be the surviving Person, (w) in the case of any such transactions with a Loan Party, a Loan Party shall be the surviving Person, (x) Borrower Representative gives Administrative Agent at least 15 days' prior written notice of such merger or consolidation, (y) no Default or Event of Default has occurred and is continuing either before or after giving effect to that transaction, and (z) the Lenders' rights in any Collateral, including the existence, perfection and priority of any Lien thereon, are not adversely affected by that merger or consolidation, (ii) Permitted Acquisitions, and (iii) Permitted Asset Dispositions.

Section 11.5 Modification of Organizational Documents and PPP Loans. Not, and not permit any Loan Party or Subsidiary thereof, to allow the charter, by-laws or other organizational documents of any Loan Party or Subsidiary thereof to be amended or modified in any way which

could reasonably be expected to materially adversely affect the interests of the Lenders (it being understood that any amendment, modification, or waiver increasing or expanding the payment obligations of any Loan Party will be deemed to be materially adverse to the interests of Lenders). Not change, or allow any Loan Party or Subsidiary thereof to change, its state of formation or its organizational form. Not agree to, and not permit any Loan Party or Subsidiary thereof to agree to, any amendment, restatement, supplement, waiver or other modification of the PPP Loans if the effect of such amendment, restatement, supplement, waiver or other modification would be materially adverse to the Loan Parties or the Lenders.

Section 11.6 Transactions with Affiliates. Not, and not permit any Loan Party or Subsidiary thereof to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any Affiliate, other than the Investor Debt Promissory Note, and, (a) those set forth on Schedule 11.6, (b) those permitted by Sections 11.3 and 11.9, to the extent so permitted, and (c) such other transactions, arrangements and contracts that are on terms which are no less favorable to the Loan Parties than are obtainable from any Person which is not an Affiliate.

Section 11.7 Inconsistent Agreements. Not, and not permit any Loan Party or Subsidiary thereof to, enter into any agreement containing any provision which would (a) be violated or breached by any borrowing by any Borrower hereunder or by the performance by any Loan Party of any of its Obligations hereunder or under any other Loan Document, (b) prohibit any Loan Party from granting to the Agents and the Lenders, a Lien on any of its assets, or (c) create or permit to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (i) pay dividends or make other distributions to any Borrower or any other Subsidiary, or pay any Debt owed to any Borrower or any other Subsidiary, (ii) make loans or advances to any Loan Party or (iii) transfer any of its assets or properties to any Loan Party, other than, in all cases, (x) customary restrictions and conditions contained in agreements relating to the sale of all or a substantial part of the assets of any Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary to be sold and such sale is permitted hereunder, (y) restrictions or conditions imposed by any agreement relating to purchase money Debt, Capital Leases and other secured Debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt and (z) customary provisions in leases and other contracts restricting the assignment thereof.

Section 11.8 Business Activities; Issuance of Equity. Not, and not permit any Loan Party or Subsidiary thereof to, engage in any line of business, other than the businesses engaged in on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto. Not, and not permit any other Subsidiary to, issue any Equity Interests; provided that (x) Ultimate Holdings may issue the Monroe Supporting Shares (as defined under the Senior Credit Facility) and the Monroe Warrants (as defined under the Senior Credit Facility) (y) Ultimate Holdings may issue Equity Interests therein so long as no Change of Control or other Default or Event of Default occurs as a result thereof and (z) Ultimate Holdings may issue Equity Interests from time to time so long as its complies with its obligations under Section 6.2.2(b)(ii) with respect to such issuance..

Section 11.9 Investments. Not, and not permit any Loan Party or Subsidiary thereof to, make or permit to exist any Investment in any other Person, except the following:

(a) contributions by any Borrower or any Subsidiary thereof to the capital of any Borrower;

(b) Investments (including, without limitation, any Contingent Liabilities) constituting Permitted Debt;

(c) Cash Equivalent Investments (provided that the Cash Equivalent Investments of Loan Parties and their Subsidiaries that are not issued or guaranteed by the United States Government may not, at any time, exceed $3,000,000 in the aggregate);

(d) subject to Section 10.10, bank deposits in the ordinary course of business;

(e) Investments received in the ordinary course of business pursuant to a Permitted Asset Disposition (i) in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors, or (ii) in notes received in full or partial satisfaction of Accounts owing from financially troubled Account Debtors;

(f) Investments constituting Acquisitions consented to by the Required Lenders, in their sole discretion;

(g) Investments in Domestic Subsidiaries of Loan Parties that are themselves Loan Parties on the Closing Date;

(h) Investments listed on Schedule 11.9 as of the Closing Date;

(i) Investments by any Loan Party in the Excluded Foreign Subsidiaries, in an aggregate amount not to exceed U.S.$1,000,000;

(j) Investments by the Borrowers or any Loan Party that is a Domestic Subsidiary in Loan Parties that are Foreign Subsidiaries, (x) permitted pursuant to Section 11.9(f) or (y) in an aggregate amount not to exceed U.S.$3,000,000;

(k) Investments constituting Permitted Acquisitions; and

(l) other Investments in any Person that an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any one time.

Section 11.10 Restriction of Amendments to Certain Documents. Not, and not permit any Loan Party or Subsidiary thereof to, amend or otherwise modify, or waive any rights under

any provision of any document governing any Subordinated Debt, except to the extent permitted under the related Subordination Agreement).

Section 11.11 Fiscal Year. Not, and not permit any Loan Party or Subsidiary thereof to, change its Fiscal Year.

Section 11.12 Financial Covenants. Not, and not allow any Loan Party or Subsidiary thereof to:

11.12.1 Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio of the Consolidated Group for any Computation Period to be less than the applicable ratio set forth below for such Computation Period:

Computation Period Ending	Fixed Charge Coverage
December 31, 2021	0.20:1.00
March 31, 2022	0.20:1.00
June 30, 2022	0.20:1.00
September 30, 2022	0.20:1.00
December 31, 2022 and each Computation Period ending thereafter	0.20:1.00

11.12.2 Total Leverage Ratio. Permit the Total Leverage Ratio of the Consolidated Group for any Computation Period to exceed the applicable ratio set forth below for such Computation Period:

Computation Period Ending	Total Leverage Ratio
December 31, 2021	22.00:1.00
March 31, 2022	18.00:1.00
June 30, 2022 and each Computation Period ending thereafter	10.00:1.00

Section 11.13 Compliance with Laws. Not, and not permit any Loan Party or Subsidiary thereof to, fail to comply with the laws, regulations and executive orders referred to in Sections 9.30, 9.31 and 9.32.

Section 11.14 Holdings Companies Covenants. The Holdings Companies shall not, directly or indirectly, (a) enter into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Holdings Documents, (b) engage in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than (i) the making of Investments existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities

and the payment of taxes and administrative fees, (iv) entering into and performing its obligations hereunder and under the Loan Documents, (v) in the case of Ultimate Holdings, incurring Contingent Liabilities permitted by Section 11.1(i), and (vi) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidate or merge with or into any other Person. Each Holdings Company shall preserve, renew and keep in full force and effect its existence.

Section 11.15 No Excluded Foreign Subsidiaries. Absent the consent of the Required Lenders, no Loan Party or Subsidiary thereof will create, form, or acquire, or hold any Equity Interests in any Excluded Foreign Subsidiary (other than Excluded Foreign Subsidiaries in existence on the Closings Date) or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 11.16 Claims Related to PPP Loans. Not, and not permit Subsidiary to assert any demands, actions, causes of action, suits, controversies, claims, counterclaims, or defenses whatsoever (including, without limitation, that the Administrative Agent, the Collateral Agent or any Lender provided advisory services with respect thereto) against the Administrative Agent, the Collateral Agent or any Lender in connection with any PPP Loan, the CARES Act, or any process related thereto.

ARTICLE XII

EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The effectiveness of this Agreement and the obligation of each Lender to make its Loans is subject to the satisfaction of the following conditions precedent by no later than 5:00 p.m. (Mexico City Time) on November 29, 2021:

Section 12.1 Credit Extension. The effectiveness of this Agreement, and the obligation of the Lenders to make the Loans, are, in addition to the conditions precedent specified in Section 12.2 subject to satisfaction of the following conditions precedent, it being agreed that the request by Borrower Representative for the making of the Loans on the Closing Date will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in this Section 12.1 will be satisfied at the time of the making of those Loans (unless waived in writing by the Required Lenders):

12.1.1 Agreement, Notes and other Loan Documents. Administrative Agent has received the following, each duly executed and effective as of the Closing Date (or any earlier date satisfactory to the Required Lenders), in form and substance satisfactory to the Required Lenders in their discretion (a) this Agreement, and (b) the Notes made payable to each applicable Lender.

12.1.2 Authorization Documents. For each Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) that Person's charter (or similar formation document), certified by the appropriate Governmental Authority, (b) good standing certificates in that Person's state of incorporation (or formation) and in each other state in which that Person is qualified to do business if reasonably requested by the Required Lenders, (c) that Person's bylaws (or similar governing document), (d) except for each Mexican Loan Party, resolutions of its board of directors (or similar governing body) approving and authorizing that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (e) signature and incumbency certificates of that Person's officers and/or managers executing any of the Loan Documents (which certificates Administrative Agent and each Lender may conclusively rely on until formally advised by a like certificate of any changes in any such certificate), all certified by its secretary or an assistant secretary (or similar officer) as being in full force and effect without modification.

12.1.3 Consents, etc. Administrative Agent has received certified copies of all documents evidencing any necessary company action, consents and governmental approvals (if any) required for the execution, delivery, and performance by the Loan Parties of the documents referred to in this Section 12, each in form and substance satisfactory to the Required Lenders.

12.1.4 Letter of Direction. Administrative Agent has received a Funds Flow Memorandum containing funds flow information with respect to the proceeds of the Loans on the Closing Date, duly executed and dated on or prior the Closing Date.

12.1.5 Opinions of Counsel. Administrative Agent has received opinions of New York and Mexican counsel for each Loan Party, each duly executed and dated as of the Closing Date, in form and substance satisfactory to Administrative Agent and the Lenders.

12.1.6 Payment of Fees. Administrative Agent has received evidence of payment by Borrowers of all accrued and unpaid fees, costs, and expenses to the extent then due and payable on the Closing Date (including, without limitation, fees under the Agents Fee Letter), together with all Attorney Costs of Administrative Agent and the Lenders to the extent invoiced prior to the Closing Date, plus all additional amounts of Attorney Costs that constitute Administrative Agent's and Lender's reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent and the Lenders through the closing proceedings (but no such estimate will preclude a final settling of accounts between Borrowers and Administrative Agent and between Borrowers and the Lenders in respect of those Attorney Costs).

12.1.7 Solvency Certificate. Administrative Agent has received a solvency certificate, in form and substance satisfactory to the Required Lenders in their discretion, executed by a Senior Officer of the Borrower Representative.

12.1.8 Search Results; Lien Terminations. Administrative Agent has received certified copies of Uniform Commercial Code search reports dated a date reasonably

near to the Closing Date, listing all effective financing statements which name any Loan Party organized under the laws of any state of the United States (under their present names and any previous names) as debtors, together with copies of all such financing statements.

12.1.9 Closing Certificate. Administrative Agent has received a certificate, in form and substance satisfactory to the Required Lenders in their discretion executed by a Senior Officer of Borrower Representative on behalf of Borrowers certifying the matters set forth in Sections 12.1 and 12.2 as of the Closing Date.

12.1.10 No Material Adverse Change. There has not occurred since December 31, 2020 any developments or events that, individually or in the aggregate with any other circumstances, has had or could reasonably be expected to have a Material Adverse Effect.

12.1.11 Process Agent. The Administrative Agent shall have received evidence, in form and substance satisfactory to the Lenders, that: (i) each Mexican Loan Party has irrevocably appointed the Process Agent for a period ending one year after the Maturity Date, (ii) the Process Agent has accepted such appointment, and (iii) all fees in connection therewith have been paid for the entire term of the appointment.

12.1.12 Other. The Lenders have received all other documents identified on that certain closing checklist prepared by counsel to the Lenders for the transactions contemplated hereby and all other documents reasonably requested by the Lenders.

The parties hereto hereby agree and acknowledge that the Closing Date has not occurred as of the date of this Agreement. Notwithstanding anything to the contrary set forth herein, Section 13.1.10, Section 14, and Sections 15.5, 15.8, 15.17, 15.18 and 15.19 shall be deemed effective as of the date of this Agreement, upon receipt by the Administrative Agent of duly executed counterparts by the parties hereto.

Section 12.2 Conditions Precedent to all Loans . The obligation of each Lender to make each of the Loans, is subject to the following further conditions precedent that:

12.2.1 Compliance with Warranties/No Default. Both before and after giving effect to any borrowing of the Loans the following shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(b) no Default or Event of Default shall have then occurred and be continuing or would result from such borrowing.

12.2.2 Confirmatory Certificate. If requested by any Agent or any Lender, Administrative Agent has received (in sufficient counterparts to provide one to Administrative Agent and each Lender) a certificate dated the Closing Date and signed by a duly authorized representative of Borrower Representative as to the matters set out in Section 12.2.1 (it being understood that each request by Borrower Representative for the making of a Loan will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in Section 12.2.1 will be satisfied at the time of the making of that Loan), together with such other documents as any Agent or any Lender may reasonably request in support thereof.

12.2.3 Ratification and Authorization Documents. Process Agent Power of Attorney. For each Mexican Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) resolutions adopted by its partners or shareholders' and/or of its board of directors (or similar governing body), approving, authorizing and further ratifying that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (b) the public deed evidencing that such Mexican Loan Party has granted a Mexican law irrevocable special power of attorney for lawsuits and collections (***poder especial irrevocable para pleitos y cobranzas***) before a Mexican notary public in favor of the Process Agent.

ARTICLE XIII

EVENTS OF DEFAULT AND THEIR EFFECT

Section 13.1 Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

13.1.1 Non-Payment of the Loans, etc. (a) Default in the payment when due of the principal of any Loan, or (b) default, and continuance thereof for five (5) or more days, in the payment when due of any interest, fee reimbursement obligation with respect to any Letter of Credit, or other amount payable by Borrowers under this Agreement or under any other Loan Document.

13.1.2 Non-Payment of Other Debt. (a) Any event of default shall occur under the terms applicable to any Subordinated Debt, or (b) any default or event of default shall occur under the terms applicable to any other Debt of any Loan Party (for all such Debt so affected and including undrawn committed or available amounts and amounts owing to all creditors under any combined or syndicated credit arrangement) in an aggregate amount exceeding U.S.$500,000, and, and such default (i) consists of the failure to pay that Debt when due, whether by acceleration or otherwise, or (ii) accelerates the maturity of that Debt or permits

the holder or holders thereof, or any trustee or agent for any such holder or holders, to cause that Debt to become due and payable (or require any Loan Party to purchase or redeem that Debt or post cash collateral in respect thereof) prior to its expressed maturity.

13.1.3 Other Material Obligations. Default in the payment when due, or in the performance or observance of, any Material Contract.

13.1.4 Bankruptcy, Insolvency, etc. Any of the following occurs: (a) any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due, (b) any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for that Loan Party or any property thereof, or makes a general assignment for the benefit of creditors, (c) in the absence of any such application, consent, or acquiescence, a trustee, receiver, or other custodian is appointed for any Loan Party or for a substantial part of the property of any thereof and is not discharged within days, (d) any Insolvency Proceeding, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party, and that Insolvency Proceeding or proceeding (i) is not commenced by that Loan Party, (ii) is consented to or acquiesced in by that Loan Party, or (iii) remains for 45 days undismissed, or (e) any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.

13.1.5 Non-Compliance with Loan Documents. (a) Failure by any Loan Party to comply with or to perform any covenant set forth in Sections 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.2, 10.3(b), 10.5, 10.6, 10.8, 10.10, 10.11, 10.12, or 10.13, or Section 11, or (b) failure by any Loan Party to comply with or to perform any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under any other provision of this Section 13) and continuance of such failure described in this clause (b) for 30 or more days after the earlier of (i) the date any Loan Party knows or reasonably should have known of such failure or (ii) the date of receipt by Borrower Representative (or any Borrower) of notice from the Required Lenders of such failure.

13.1.6 Representations; Warranties. Any representation or warranty made by any Loan Party in this Agreement or any other Loan Document is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice or other writing furnished by any Loan Party to any Agent or any Lender in connection with this Agreement is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

13.1.7 Pension Plans. Any of the following occurs: (a) any Person institutes steps to terminate a Pension Plan if as a result of that termination any Loan Party or Subsidiary thereof could be required to make a contribution to that Pension Plan, or could incur a liability or obligation to that Pension Plan, in excess of U.S.$500,000; (b) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA with respect to any Borrower or any Subsidiary; (c) the Unfunded Liability of all Pension Plans sponsored and maintained by any Loan Party or Subsidiary thereof exceeds 20% of the Total Plan Liability for those plans; or (d) there occurs any withdrawal or partial withdrawal from a

Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of that withdrawal (including any outstanding withdrawal liability that any Borrower or any member of the Controlled Group have incurred on the date of that withdrawal) to which any Loan Party or Subsidiary thereof is reasonably expected to incur exceeds U.S.$500,000.

13.1.8 Judgments. One or more final judgments which exceed an aggregate of U.S.$500,000 are rendered against any Loan Party (not covered by insurance as to which the insurance company has acknowledged coverage, so long as that insurance is paid to Borrowers within 30 days of the rendering of those judgments) and have not been paid, discharged or vacated or had execution thereof stayed pending appeal within 60 days after entry or filing of those judgments.

13.1.9 Invalidity of Documents, etc. Any Loan Document ceases to be in full force and effect, or any Loan Party (or any Person by, through, or on behalf of any Loan Party) contests in any manner the validity, binding nature, or enforceability of any Loan Document.

13.1.10 Change of Control. A Change of Control shall occur.

13.1.11 Default with respect to Conversion Payment Shares. Ultimate Holdings fails to comply with Section 18.8, Ultimate Holdings fails to deliver Conversion Payment Shares (as defined in Article XVIII) pursuant to Section 18.7 or an Event of Default occurs under any Registration Rights Agreement then in effect.

13.1.12 Invalidity of Subordination Provisions, etc. Any subordination provision in any document or instrument governing the Master Intercompany Note, or any Subordinated Debt, or any subordination provision in any subordination agreement that relates to the Master Intercompany Note, or any Subordinated Debt (including, without limitation, each Subordination Agreement), or any subordination provision in any guaranty by any Loan Party of any Subordinated Debt, shall cease to be in full force and effect, or any Loan Party shall contest in any manner the validity, binding nature or enforceability of any such provision.

13.1.13 Non-Compliance with PPP Loan Terms; CARES Act. (a) The occurrence of any event of default under the terms of any PPP Loan, (b) any failure by any Loan Party or any Subsidiary to comply with or to perform any covenants set forth in Section 10.14 or (c) any failure by any Loan Party or any Subsidiary to comply in all material respects with the applicable provisions of the CARES Act.

Section 13.2 Effect of Event of Default. If any Event of Default described in Section 13.1.4 occurs in respect of any Borrower, then the Commitments will immediately terminate and the Loans and all other Obligations under this Agreement will become immediately due and payable, all without presentment, demand, protest, or notice of any kind. If any other Event of Default occurs and is continuing, then Administrative Agent may (and, upon the written request of the Required Lenders shall) declare, in a written notice to Borrower

Representative, the Commitments to be terminated in whole or in part and/or declare all or any part of the Loans and all other Obligations under this Agreement to be due and payable, whereupon the Commitments will immediately terminate (or be reduced, as applicable) and/or the Loans and other Obligations under this Agreement will become immediately due and payable (in whole or in part, as applicable), all without presentment, demand, protest, or notice of any kind (other than as expressly provided for above in this sentence). Administrative Agent shall promptly advise Borrower Representative of any such declaration, but failure to do so will not impair the effect of any such declaration.

Section 13.3 Credit Bidding. Subject to the Reference Subordination Agreement, the Loan Parties hereby irrevocably authorize the Lenders, and the Loan Parties and the Lenders hereby irrevocably authorize Collateral Agent, based upon the instruction of the Required Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Collateral Agent or the Lenders, as applicable, in accordance with applicable law, based upon the instruction of the Required Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by any Loan Party, any interim receiver, receiver, receiver and manager, administrative receiver, trustee, agent, or other Person pursuant or under any insolvency laws, in each case subject to the following limitations: (a) the Required Lenders may not direct Collateral Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of any Credit Bid, (b) the acquisition documents must be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws), and (d) reasonable efforts must be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations). For purposes of this Section 13.3, the term "Credit Bid" means an offer submitted by Collateral Agent (on behalf of the Agents and the Lenders) or the Lenders, as applicable, based upon the instruction of the Required Lenders, to acquire the property of any Loan Party or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by Collateral Agent (on behalf of the Agents and the Lenders), based upon the instruction of the Required Lenders, or the Lenders, as applicable) of the claims and Obligations under this Agreement and other Loan Documents.

ARTICLE XIV

AGENCY

Section 14.1 Appointment and Authorization. Each Lender hereby irrevocably (subject to Section 14.10) appoints, designates, and authorizes each Agent to take any action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise any powers and perform any duties as are expressly delegated to it, as applicable, by the terms of this

Agreement or any other Loan Document, together with all powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, none of the Agents will have any duty or responsibility except those expressly set forth in this Agreement, nor will any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities are to be read into this Agreement or any other Loan Document or otherwise exist against such Agent, as applicable. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement and in other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, that term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 14.2 [Reserved].

Section 14.3 Delegation of Duties. Each Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees, or attorneys-in-fact and is entitled to advice of counsel and other consultants or experts concerning all matters pertaining to those duties. No Agent will be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 14.4 Exculpation of Agents. None of the Agents and their respective directors, officers, employees, and agents (a) will be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth in this Agreement as determined by a final, non-appealable judgment by a court of competent jurisdiction), or (b) will be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any Affiliate of any Borrower, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement, or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability, or sufficiency of this Agreement or any other Loan Document (or the creation, perfection, or priority of any Lien or security interest therein), or for any failure of any Borrower or any other party to any Loan Document to perform its Obligations under this Agreement or under any other Loan Documents. None of the Agents is or will be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document or to inspect the properties, books, or records of any of the Loan Parties and their Subsidiaries and Affiliates.

The duties of each of the Administrative Agent and the Collateral Agent under the Loan Documents are solely mechanical and administrative in nature. The Administrative Agent and the Collateral Agent shall be entitled to request written instructions, or clarification of any

instruction, from the Required Lenders (or, if the relevant Loan Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Administrative Agent and the Collateral Agent may refrain from acting unless and until it receives those written instructions or that clarification. In the absence of written instructions, the Administrative Agent or the Collateral Agent, as applicable, may act (or refrain from acting) as it considers to be in the best interests of the Lenders.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their respective duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or indemnity satisfactory to such Agent against, or security for, such risk or liability is not reasonably assured to such Agent. The Agents shall not be responsible in any manner for the validity, enforceability or sufficiency of this Agreement or the Loan Documents or any Collateral delivered, or for the value or collectability of any obligations or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Agent. The Agents shall not be bound to examine or inquire into or be liable for any defect or failure in the right or title of the grantors to all or any of the assets whether such defect or failure was known to the Agents or might have been discovered upon examination or inquiry and whether capable of remedy or not.

The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter.

The Agents shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct.

In no event shall any Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Agents shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents.

Except with respect to its own gross negligence or willful misconduct, no Agent shall be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness,

sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any security document or any other instrument or document furnished pursuant thereto.

No Agent shall have responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. The Agents have no duty to monitor the value or rating of any Collateral on an ongoing basis.

Whenever in the administration of the Loan Documents any Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, may conclusively rely upon instructions from the Required Lenders.

Any Agent may request that the Required Lenders or other parties deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to the Loan Documents.

Money held by any Agent in trust hereunder need not be segregated from other funds except to the extent required by law. No Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed in writing.

Beyond the exercise of reasonable care in the custody thereof, no Agent shall have any duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and no Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. Each Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords similar collateral and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee.

No Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of such Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. No Agent shall have any duty to ascertain or inquire as to or monitor the performance or observance of any of the terms of the Loan Documents by any other Person.

In the event that, following a foreclosure in respect of any Mortgaged property, the Agent acquires title to any portion of such property or takes any managerial action of any kind in regard thereto in order to carry out any fiduciary or trust obligation for the benefit of another, which in such Agent's sole discretion may cause such Agent to be considered an "owner or operator" under the provisions of CERCLA or otherwise cause such Agent to incur liability under CERCLA or any other Federal, state or local law, such Agent reserves the right, instead of taking such action, to either resign as Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver.

Each Agent reserves the right to conduct an environmental audit prior to foreclosing on any real estate Collateral or mortgage Collateral. The Agents reserve the right to forebear from foreclosing in their own name if to do so may expose them to undue risk.

In no event shall any Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

For the avoidance of doubt and notwithstanding anything contrary in any Loan Document, in the event of inconsistency between the terms of this Agreement and any other Loan Document, the terms in this Agreement shall prevail.

Notwithstanding anything in the Loan Documents to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

Section 14.5 Reliance by Agents. Each Agent may rely, and will be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement, or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers), independent accountants, and other experts selected by such Agent. Each Agent will be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless such Agent first receives all advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify such Agent against any and all liability and expense which might be incurred by such Agent by reason of taking or continuing to take any such action. Each Agent will in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or

consent of the Required Lenders and each such request and any action taken or failure to act pursuant thereto will be binding upon each Lender. For purposes of determining compliance with the conditions specified in Section 12, each Lender that has signed this Agreement will be deemed to have consented to, approved, or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless any Agent has received written notice from that Lender prior to the proposed Closing Date specifying its objection thereto.

Section 14.6 Notice of Default. None of the Agents will be deemed to have knowledge or notice of the occurrence of any Event of Default or Default except with respect to defaults in the payment of principal, interest and fees required to be paid to such Agent for the account of the Lenders, unless such Agent has received written notice from a Lender or a Borrower referring to this Agreement, describing that Event of Default or Default and stating that that notice is a "notice of default." Each Agent shall promptly notify the Lenders of its receipt of any such notice. Each Agent shall take all such actions with respect to each such Event of Default or Default as requested by the Required Lenders in accordance with Section 13, but unless and until such Agent has received any such request, such Agent may (but will not be required to) take any action, or refrain from taking any action, with respect to any Event of Default or Default as such Agent deems advisable or in the best interest of the Lenders.

Section 14.7 Credit Decision. Each Lender acknowledges that none of the Agents has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties, will be deemed to constitute any representation or warranty by such Agent to any Lender as to any matter, including whether such Agent has disclosed material information in its possession. Each Lender represents to each Agent that it has, independently and without reliance upon such Agent and based on documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition, and creditworthiness of the Loan Parties, and made its own decision to enter into this Agreement and to extend credit to Borrowers under this Agreement. Each Lender also represents to each Agent that it will, independently and without reliance upon such Agent and based on documents and information as it deems appropriate at the time, continue to make its own credit analysis, appraisals, and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make all investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition, and creditworthiness of Borrowers. Except for notices, reports and other documents expressly required in this Agreement to be furnished to the Lenders by any Agent, such Agent will not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of any Borrower which may come into the possession of such Agent.

Section 14.8 Indemnification. Whether or not the transactions contemplated by this Agreement are consummated, each Lender shall indemnify upon demand each Agent and its

directors, officers, employees and agents (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities, except that no Lender will be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's own gross negligence or willful misconduct. No action taken in accordance with the directions of the Required Lenders will be deemed to constitute gross negligence or willful misconduct for purposes of this Section 14.8. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to in this Agreement, to the extent that such Agent is not reimbursed for any such expenses by or on behalf of Borrowers. The undertaking in this Section 14.8 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or modification, release or discharge of, any or all of the Collateral Documents, expiration or termination of the Letters of Credit, termination of this Agreement and the resignation or replacement of any Agent.

Section 14.9 Agents in their Individual Capacity. Each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Loan Parties and Affiliates as though such Person were not an Agent under this Agreement and without notice to or consent of any Lender. Each Lender acknowledges that, pursuant to those activities, the Person serving as an Agent or its Affiliates might receive information regarding Borrowers or their Affiliates (including information that is subject to confidentiality obligations in favor of any Borrower or any such Affiliate) and acknowledges that none of the Agents will be under any obligation to provide any such information to them. With respect to their Loans (if any), each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates have the same rights and powers under this Agreement as any other Lender and may exercise the same as though such Person were not an Agent, and the terms "Lender" and "Lenders" include such Person and its Affiliates, to the extent applicable, in their individual capacities.

Section 14.10 Successor Agents. Any may resign as such upon 30 days' notice to the Lenders. If any Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of Borrower Representative (which may not be unreasonably withheld or delayed), appoint from among the Lenders a successor Agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of an Agent, such Agent may appoint, after consulting with the Lenders and Borrower Representative, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor

agent under this Agreement, that successor agent will succeed to all the rights, powers, and duties of the retiring Agent and the term "Administrative Agent" or "Collateral Agent," as applicable, will mean that successor agent, and the retiring Agent's appointment, powers and duties as Agent will be terminated. After any retiring Agent's resignation under this Agreement as an Agent, the provisions of this Section 14.10 and Sections 15.5 and 15.17 will inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement. If no successor agent has accepted appointment as successor agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation will nevertheless thereupon become effective and the Required Lenders shall perform all of the duties of the retiring Agent under this Agreement until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

Section 14.11 Collateral Matters. Each Lender authorizes and directs Collateral Agent to enter into the Collateral Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) for the benefit of the Agents and the Lenders. Each Lender hereby agrees that, except as otherwise set forth in this Agreement, any action taken by any Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by such Agent or Required Lenders of the powers set forth in this Agreement or therein, together with all other powers as are reasonably incidental thereto, will be authorized by, and binding upon, all Lenders. Collateral Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender to take any action with respect to any Collateral (other than Collateral located in Mexico) or Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) which may be necessary to perfect and maintain perfected the Liens upon the Collateral granted pursuant to this Agreement and the such other Loan Documents. The Lenders irrevocably authorize Collateral Agent, at its option and in its discretion, to do any and all of the following: (a) to release any Lien granted to or held by Collateral Agent under any Collateral Document (other than the Mexican Collateral Agreements) (i) upon Payment in Full; (ii) upon property sold or to be sold or disposed of as part of or in connection with any disposition permitted under this Agreement (including the release of any Guarantor in connection with any such disposition); or (iii) subject to Section 15.1 if approved in writing by the Required Lenders; or (b) to subordinate its interest in any Collateral (other than Collateral located in Mexico) to any holder of a Lien on that Collateral which is permitted by Section 11.2(d) (it being understood that Collateral Agent may conclusively rely on a certificate from Borrower Representative in determining whether the Debt secured by any such Lien is permitted by Section 11.1(d)). Upon request by Collateral Agent at any time, the Lenders will confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 14.11.

Section 14.12 Restriction on Actions by Lenders. Each Lender shall not, without the express written consent of each Agent, and shall, upon the written request of any Agent (to the extent it is lawfully entitled to do so), set-off against the Obligations, any amounts owing by that

Lender to a Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with that Lender. Each Lender shall not, unless specifically requested to do so in writing by each Agent, take or cause to be taken any action, including the commencement of any legal or equitable proceedings, to foreclose any loan or otherwise enforce any security interest in any of the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions under this Agreement and the other Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) against the Loan Parties or any third party with respect to the Obligations or the Collateral may be taken by only Administrative Agent or Collateral Agent (at the direction of the Required Lenders or as otherwise permitted in this Agreement) or by their respective agents at the direction of such Agent.

Section 14.13 Administrative Agent May File Proofs of Claim.

14.13.1 In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to any Loan Party (including any Insolvency Proceeding), Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as expressed in this Agreement or by declaration or otherwise and irrespective of whether Administrative Agent has made any demand on Borrowers) may, by intervention in any such proceeding or otherwise, do any and all of the following:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and Administrative Agent and its respective agents and counsel and all other amounts due the Lenders and Administrative Agent under Sections 5, 15.5 and 15.17) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

14.13.2 Any custodian, receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such proceeding is hereby authorized by each Lender to make all payments to Administrative Agent and, in the event that Administrative Agent consents to the making of such payments directly to the Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under Sections 5, 15.5, and 15.17.

14.13.3 Nothing contained in this Agreement will be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the

rights of any Lender or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 14.14 Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger," if any, has any right, power, obligation, liability, responsibility, or duty under this Agreement other than, in the case of any Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified has or is deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action under this Agreement.

Section 14.15 [Reserved].

Section 14.16 Mexican Powers of Attorney. The Administrative Agent agrees that it will not exercise any rights under any power of attorney granted under or in connection with the Mexican Loan Documents unless an Event of Default has occurred and is continuing.

ARTICLE XV

GENERAL

Section 15.1 Waiver; Amendments.

(a) No amendment, modification, or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents will be effective unless it is in writing and acknowledged by Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated in this Agreement with respect thereto or, in the absence of any such designation as to any provision of this Agreement, by the Required Lenders. Any amendment, modification, waiver, or consent will be effective only in the specific instance and for the specific purpose for which given.

(b) The Agents Fee Letter may be amended, waived, consented to, or modified by the parties thereto.

(c) No amendment, modification, waiver, or consent may extend or increase the Commitment of any Lender without the written consent of that Lender.

(d) No amendment, modification, waiver, or consent may extend the date scheduled for payment of any principal (excluding mandatory prepayments) of or interest on the Loans or any fees payable under this Agreement without the written consent of each Lender directly affected thereby.

(e) No amendment, modification, waiver, or consent may reduce the principal amount of any Loan, the rate of interest thereon, or any fees payable under this Agreement without the consent of each Lender directly affected thereby.

(f) No amendment, modification, waiver, or consent may do any of the following without the written consent of each Lender (i) release any Borrower or any Guarantor from its obligations, other than as part of or in connection with any disposition permitted under this Agreement, (ii) release all or any substantial part of the Collateral granted under the Collateral Documents (except as permitted by Section 14.11), (iii) change the definitions of Pro Rata Share or Required Lenders, any provision of this Section 15.1, any provision of Section 13.3, or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver, or consent.

(g) No provision of Sections 6.2.2, 6.3, or 7.2.2(b) with respect to the timing or application of mandatory prepayments of the Loans may be amended, modified, or waived without the consent of Lenders having a majority of the aggregate Pro Rata Shares of the Loans affected thereby.

(h) No provision of Section 14 or other provision of this Agreement affecting any Agent in its capacity as such may be amended, modified, or waived without the consent of such Agent.

(i) [Reserved]

(j) [Reserved]

(k) If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained is referred to as a "Non-Consenting Lender"), then, so long as Administrative Agent is not a Non-Consenting Lender, Administrative Agent and/or one or more Persons reasonably acceptable to Administrative Agent may (but will not be required to) purchase from that Non-Consenting Lender, and that Non-Consenting Lenders shall, upon Administrative Agent's request, sell and assign to Administrative Agent and/or any such Person, all of the Loans and Commitments of that Non-Consenting Lender for an amount equal to the principal balance of all such Loans and Commitments held by that Non-Consenting Lender and all accrued interest, fees, expenses, and other amounts then due with respect thereto through the date of sale, which purchase and sale will be consummated pursuant to an executed Assignment Agreement.

Section 15.2 Confirmations. Each Borrower and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing

(with a copy of each such confirmation to Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under that Note.

Section 15.3 Notices.

15.3.1 Generally. Except as otherwise provided in Section 2.2, all notices under this Agreement must be in writing (including facsimile transmission) and must be sent to the applicable party at its address shown on Annex B or at any other address as the receiving party designates, by written notice received by the other parties, as its address for that purpose. Notices sent by facsimile transmission will be deemed to have been given when sent; notices sent by mail will be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service will be deemed to have been given when received. For purposes of Sections 2.2 and 2.2.2, Administrative Agent will be entitled to rely on written instructions from any person that Administrative Agent in good faith believes is an authorized officer or employee of Borrower Representative, and Borrowers shall hold Administrative Agent and each other Lender harmless from any loss, cost, or expense resulting from any such reliance.

15.3.2 Electronic Communications.

(a) Notices and other communications to any Lender under this Agreement may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, but the foregoing does not apply to notices to any Lender pursuant to Section 2.2 if that Lender has notified Administrative Agent and Borrower Representative that it is incapable of receiving notices under Section 2.2 by electronic communication. Administrative Agent or any Loan Party may, in its respective sole discretion, agree to accept notices and other communications to it under this Agreement by electronic communications pursuant to procedures approved by it, and approval of any such procedures may be limited to particular notices or communications.

(b) Unless otherwise agreed by the sender and the intended recipient, (i) notices and other communications sent to an e-mail address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail, or other written acknowledgement), (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that the notice or communication is available and identifying the website address therefor; and (iii) for both clauses (i) and (ii) of this Section 15.3.2(b), any notice, e-mail or other communication that is not sent during the normal business hours of the intended recipient will be deemed to have been sent at the opening of business on the next Business Day for the intended recipient.

Section 15.4 Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting

computation is required to be made, for the purpose of this Agreement, that determination or calculation will, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP, consistently applied, but if Borrower Representative notifies Administrative Agent that Borrowers wish to amend any covenant in Sections 10 or 11.12 (or any related definition) to eliminate or to take into account the effect of any change in GAAP on the operation of that covenant (or if Administrative Agent notifies Borrower Representative that the Required Lenders wish to amend Sections 10 or 11.12 (or any related definition) for that purpose), then Borrowers' compliance with that covenant will be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either the applicable notice under this Section 15.4 is withdrawn or the applicable covenant (or related definition) is amended in a manner satisfactory to Borrowers and the Required Lenders.

Section 15.5 Costs, Expenses and Taxes. Each Loan Party, jointly and severally, shall pay on demand all reasonable out-of-pocket costs and expenses of each Agent (including Attorney Costs and Taxes) in connection with the preparation, execution, primary syndication, delivery and administration (including perfection and protection of any Collateral and the costs of IntraLinks (or other similar service), if applicable) of this Agreement, the other Loan Documents, and all other documents provided for in this Agreement or delivered or to be delivered under or in connection with this Agreement (including any amendment, supplement, or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby are consummated, including, without limitation, all documented out-of-pocket costs and expenses incurred pursuant to Section 10.2, and all reasonable out-of-pocket costs and expenses (including Attorney Costs and any Taxes) incurred by any Agent and each Lender after an Event of Default in connection with the collection of the Obligations or the enforcement of this Agreement the other Loan Documents or any such other documents or during any workout, restructuring, or negotiations in respect thereof; provided however, that the Loan Parties shall not be liable for any stamp, documentary, recording, filing or similar Taxes that are Other Connection Taxes imposed with respect to an assignment of the Loans and Commitments (other than an assignment at the request of a Loan Party). In addition, each Loan Party shall pay, and shall save and hold harmless each Agent and the Lenders from all liability for, any fees of Loan Parties' auditors in connection with any reasonable exercise by such Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.5 will survive repayment of the Loans, cancellation of the Notes and termination of this Agreement.

Section 15.6 Assignments; Participations.

15.6.1 Assignments.

(a) Any Lender may at any time assign to one or more Persons (any such Person, an "Assignee") all or any portion of that Lender's Loans and Commitments, with the prior written consent of Administrative Agent and, other than for any assignment to an Eligible Assignee and so long as no Event of Default exists, Borrower Representative (which consent of Borrower Representative may not be unreasonably withheld or delayed). Except as Administrative Agent otherwise agrees, any such assignment must be in a minimum aggregate

amount equal to U.S.$1,000,000 (which minimum will be U.S.$500,000 if the assignment is to an Affiliate of the assigning Lender) or, if less, the remaining Commitment and Loans held by the assigning Lender. Borrowers and Administrative Agent will be entitled to continue to deal solely and directly with the assigning Lender in connection with the interests so assigned to an Assignee until Administrative Agent has received and accepted an effective assignment agreement in substantially the form of Exhibit J (an "Assignment Agreement") executed, delivered, and fully completed by the applicable parties thereto and a processing fee of U.S.$3,500. For so long as no Default or Event of Default shall have occurred and is continuing at the time of such assignment, the Borrowers shall not be required to pay to any assignee Lender amounts pursuant to Section 7.6 in excess of the amounts that the Borrowers would have been obligated to pay to the assigning Lender if the assigning Lender had not assigned such Loan to such assignee, unless the circumstances giving rise to such excess payment result from a Change in Law after the date of such assignment. Any attempted assignment not made in accordance with this Section 15.6.1 will be treated as the sale of a participation under Section 15.6.2.

(b) From and after the date on which the conditions described above have been met, (i) the Assignee will be deemed automatically to have become a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to that Assignee pursuant to the Assignment Agreement, will have the rights and obligations of a Lender under this Agreement, and (ii) the assigning Lender, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to that Assignment Agreement, will be released from its rights (other than its indemnification rights) and obligations under this Agreement. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning Lender) one or more Notes in accordance with Section 3.1 to reflect the amounts assigned to that Assignee and the amounts, if any, retained by the assigning Lender. Each such Note will be dated the effective date of the applicable assignment. Upon receipt by Administrative Agent of any such Note, the assigning Lender shall return to Borrower Representative any applicable prior Note held by it.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of that Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 15.6.1 will not apply to any such pledge or assignment of a security interest. No such pledge or assignment of a security interest will release a Lender from any of its obligations under this Agreement or substitute any such pledgee or assignee for that Lender as a party to this Agreement

15.6.2 Participations. Any Lender may at any time sell to one or more Persons participating interests in its Loans, Commitments or other interests under this Agreement (any such Person, a "Participant"), but solely to the extent that such Participant is not a Loan Party or an Affiliate of a Loan Party. In the event of a sale by a Lender of a participating

interest to a Participant (a) that Lender's obligations under this Agreement will remain unchanged for all purposes, (b) Borrowers and Administrative Agent shall continue to deal solely and directly with that Lender in connection with that Lender's rights and obligations under this Agreement, and (c) all amounts payable by Borrowers will be determined as if that Lender had not sold that participation and will be paid directly to that Lender. No Participant will have any direct or indirect voting rights under this Agreement except with respect to any event described in Section 15.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which that Lender enters into with any Participant. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant will be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, but that right of set-off is subject to the obligation of each Participant to share with the Lenders, and the Lenders shall share with each Participant, as provided in Section 7.5. Participant shall be entitled to the benefits of Section 7.6 or 8 to the same extent as if it were a Lender (but no Participant will be entitled to any greater compensation pursuant to Section 7.6 and 8 than would have been paid to the participating Lender on the date of participation if no participation had been sold), and each Participant must comply with Section 7.6.4 as if it were an Assignee.

Section 15.7 Register. (1) Administrative Agent shall maintain, and deliver a copy to Borrower Representative upon written request, a copy of each Assignment Agreement delivered and accepted by it and register (the "Register") for the recordation of names and addresses of the Lenders and the Commitment of, and principal amount of (and stated interest on) the Loans owing to, each Lender from time to time and whether that Lender is the original Lender or the Assignee. No assignment will be effective unless and until the Assignment Agreement is accepted and registered in the Register. All records of transfer of a Lender's interest in the Register will be conclusive, absent manifest error, as to the ownership of the interests in the Loans. Administrative Agent will not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register. It is the parties' intention that the Loans and Commitments be treated as registered obligations and in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, and that the right, title, and interest of the Lenders in and to those Loans and Commitments be transferable only in accordance with the terms of this Agreement.

(b) Each Lender that sells a participation to a Participant shall, acting solely for this purpose as an agent of each Borrower, maintain at one of its offices a register for the recordation of the names and addresses of each such Participant, and the Commitments of, and principal amount of (and stated interest on) the Loans owing to, such Participant (the "Participant Register"), but no Lender will be required to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans, Commitments, or its other obligations under any Loan Document) to any Person except to the extent that disclosure is required to establish that such a participation is in

registered form (as described above). The entries in the Participant Register will be conclusive absent manifest error, and the applicable Lender shall treat each Person whose name is recorded in the Participant Register as the owner of that participation for all purposes of this Agreement notwithstanding any notice to the contrary.

Section 15.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 15.9 Confidentiality. As required by federal law and Administrative Agent's policies and practices, Administrative Agent may need to obtain, verify, and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services. Administrative Agent and each Lender shall use commercially reasonable efforts (equivalent to the efforts Administrative Agent or that Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to them by any Loan Party hereunder and designated as confidential, except that Administrative Agent and each Lender may disclose any information as follows: (a) to Persons employed or engaged by Administrative Agent or that Lender or that Lender's Affiliates or Approved Funds in evaluating, approving, structuring, or administering the Loans and the Commitments, (b) to any assignee or participant or potential assignee or participant that has agreed to comply with the covenant contained in this Section 15.9 (and any such assignee or participant or potential assignee or participant may disclose any such information to Persons employed or engaged by them as described in clause (a) of this Section 15.9, (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Administrative Agent or that Lender to be compelled by any court decree, subpoena, or legal or administrative order or process, but Administrative Agent or that Lender, as applicable, shall (i) use reasonable efforts to give the applicable Loan Party written notice prior to disclosing the information to the extent permitted by that requirement, request, court decree, subpoena, or legal or administrative order or process, and (ii) disclose only that portion of the confidential information as Administrative Agent or that Lender reasonably believes, or as counsel for Administrative Agent or that Lender, as applicable, advises Administrative Agent or that Lender, that it must disclose pursuant to that requirement, (d) as Administrative Agent or that Lender reasonably believes, or on the advice of Administrative Agent's or that Lender's counsel, is required by law, (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Administrative Agent or that Lender is a party, (f) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to that Lender, (g) to that Lender's independent auditors and other professional advisors as to which that information has been identified as confidential, or (h) if that information ceases to be confidential through no fault of Administrative Agent or any Lender. Notwithstanding the foregoing, Borrowers consent to the publication by Administrative Agent or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, and

Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. If any provision of any confidentiality agreement, non-disclosure agreement, or other similar agreement between any Borrower and any Lender conflicts with or contradicts this Section 15.9 with respect to the treatment of confidential information, then this Section 15.9 will supersede all such prior or contemporaneous agreements and understandings between the parties.

Section 15.10_Severability. Whenever possible each provision of this Agreement is to be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of that prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Agreement. All obligations of the Loan Parties and rights of the Agents and the Lenders, in each case, expressed in this Agreement or in any other Loan Document are in addition to, and not in limitation of, those provided by applicable law.

Section 15.11_Nature of Remedies. All Obligations of the Loan Parties and rights of Agents and the Lenders expressed in this Agreement or in any other Loan Document are in addition to and not in limitation of those provided by applicable law. No failure to exercise, and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15.12_Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties to this Agreement and supersedes all prior or contemporaneous agreements and understandings of all such Persons, verbal or written, relating to the subject matter hereof and thereof (except as relates to the fees described in Section 5.1) and any prior arrangements made with respect to the payment by the Loan Parties of (or any indemnification for) any fees, costs, or expenses payable to or incurred (or to be incurred) by or on behalf of the Agents or the Lenders.

Section 15.13_Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders will be deemed to be originals.

Section 15.14_Successors and Assigns. This Agreement binds the Loan Parties, the Lenders, the Agents, and their respective successors and assigns and will inure to the benefit of the Loan Parties, the Lenders, and the Agents and the successors and assigns of the Lenders and the Agents. No other Person is or is intended to be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of

the other Loan Documents. No Loan Party may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of each Agent and each Lender.

Section 15.15 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 15.16 Customer Identification – USA Patriot Act Notice. Each Lender (each for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow that Lender to identify the Loan Parties in accordance with the Patriot Act.

Section 15.17 INDEMNIFICATION BY LOAN PARTIES. In consideration of the execution and delivery of this Agreement by the Agents and the Lenders and the agreement to extend the Commitments provided under this Agreement, each Borrower hereby agrees to indemnify, exonerate, and hold harmless each Agent, each Lender and each of the officers, directors, employees, Affiliates, agents, and Approved Funds of each Agent and each Lender (each, a "Lender Party" or "Indemnitee") from and against any and all actions, causes of action, suits, losses, liabilities, damages, and expenses, including Attorney Costs (collectively, the "Indemnified Liabilities"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of Equity Interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans; (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Substance at any property owned or leased by any Loan Party; (c) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Loan Party or the operations conducted thereon; (d) the investigation, cleanup or remediation of offsite locations at which any Loan Party or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Substances; or (e) the execution, delivery, performance, or enforcement of this Agreement or any other Loan Document by any of the Lender Parties, in each case except for any such Indemnified Liabilities arising on account of the applicable Lender Party's gross negligence or willful misconduct as determined by a final, non-appealable judgment by a court of competent jurisdiction. If and to the extent that the foregoing undertaking is unenforceable for any reason, each Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. All obligations provided for in this Section 15.17 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or any modification, release, or discharge of, any or all of the Collateral Documents and termination of this Agreement. This Section 15.17 shall not apply with respect to Taxes other than any Taxes that represent Indemnified Liabilities arising from any non-Tax claim.

Section 15.18 Nonliability of Lenders. The relationship between Borrowers on the one hand and the Lenders and the Agents on the other hand is solely that of borrower and lender.

Neither any Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and the Agents and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither any Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Each Loan Party agrees, on behalf of itself and each other Loan Party, that neither any Agent nor any Lender has any liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission, or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that those losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. No Lender Party will be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement. No Lender Party will have any liability with respect to, and each Loan Party, on behalf of itself and each other Loan Party, hereby waives, releases, and agrees not to sue for, any special, punitive, exemplary, indirect, or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Each Loan Party acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders.

Section 15.19_FORUM SELECTION AND CONSENT TO JURISDICTION.

(a) Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document (except for the Mexican Loan Documents, which shall be governed under their own terms), will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court of the Southern District of New York. Each party hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court of the Southern District of New York for the purpose of any such litigation as set forth above and waives any right to any other jurisdiction to which each such party may be entitled to by reason of their present or future domicile or otherwise.

(b) Each Mexican Loan Party hereby irrevocably designated and appoints (i) IT Global Holding LLC (the "Process Agent"), with an office on the date hereof at 222 Urban Towers, Suite 1650 E, Irving, TX 75039 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in clause (a); and (ii) as its conventional address the address of the Process

Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by Applicable Law, the enforcement of any judgment based thereon. Each Mexican Loan Party shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Mexican Loan Party shall, by an instrument reasonably satisfactory to the Administrative Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Administrative Agent. Each Mexican Loan Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(c) Each Loan Party further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Loan Party hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

Section 15.20 WAIVER OF JURY TRIAL. **EACH LOAN PARTY, EACH AGENT, AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, AND ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MIGHT IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY**.

Section 15.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-in Action on any such liability,

including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in that EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE XVI____

JOINT AND SEVERAL LIABILITY

Section 16.1 Joint and Several Liability

16.1.1 Each Loan Party and each Person comprising a Loan Party hereby acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements, and other terms contained in this Agreement are applicable to and binding upon each Person comprising a Loan Party unless expressly otherwise stated in this Agreement.

16.1.2 Each Loan Party is jointly and severally liable for all of the Obligations of each other Loan Party, regardless of which Loan Party actually receives the proceeds or other benefits of the Loans or other extensions of credit under this Agreement or the manner in which Loan Parties, any Agent, or any Lender accounts therefor in their respective books and records.

16.1.3 Each Loan Party acknowledges that it shall enjoy significant benefits from the business conducted by each other Loan Party because of, ***inter alia***, their combined ability to bargain with other Persons including without limitation their ability to receive the Loans and other credit extensions under this Agreement and the other Loan Documents which would not have been available to any Loan Party acting alone. Each Loan Party has determined that it is in its best interest to procure the credit facilities contemplated under this Agreement, with the credit support of each other Loan Party as contemplated by this Agreement and the other Loan Documents.

16.1.4 Each of the Agents and the Lenders have advised each Loan Party that it is unwilling to enter into this Agreement and the other Loan Documents and make available the credit facilities extended hereby or thereby to any Loan Party unless each Loan Party agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Loan Party. Each Loan Party has determined that it is in its best interest and in pursuit of its purposes that it so induce the Lenders to extend credit pursuant to this Agreement and the other documents executed in connection with this Agreement (a) because of the desirability to each Loan Party of the credit facilities under this Agreement and the interest

rates and the modes of borrowing available under this Agreement and under those other documents; (b) because each Loan Party might engage in transactions jointly with other Loan Parties; and (c) because each Loan Party might require, from time to time, access to funds under this Agreement for the purposes set forth in this Agreement. Each Loan Party, individually, expressly understands, agrees, and acknowledges that the credit facilities contemplated under this Agreement would not be made available on the terms of this Agreement in the absence of the collective credit of all the Loan Parties, and the joint and several liability of all the Loan Parties. Accordingly, each Loan Party acknowledges that the benefit of the accommodations made under this Agreement to the Loan Parties, as a whole, constitutes reasonably equivalent value, regardless of the amount of the indebtedness actually borrowed by, advanced to, or the amount of credit provided to, or the amount of collateral provided by, any one Loan Party.

16.1.5 To the extent that applicable law otherwise would render the full amount of the joint and several obligations of any Loan Party under this Agreement and under the other Loan Documents invalid or unenforceable, such Person's obligations under this Agreement and under the other Loan Documents shall be limited to the maximum amount that does not result in any such invalidity or unenforceability, but each Loan Party's obligations under this Agreement and under the other Loan Documents shall be presumptively valid and enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 16 were not a part of this Agreement.

16.1.6 To the extent that any Loan Party makes a payment under this Section 16 of all or any of the Obligations (a "Joint Liability Payment") that, taking into account all other Joint Liability Payments then previously or concurrently made by any other Loan Party, exceeds the amount that Loan Party would otherwise have paid if each Loan Party had paid the aggregate Obligations satisfied by those Joint Liability Payments in the same proportion that such Person's Allocable Amount (as determined immediately prior to those Joint Liability Payments) bore to the aggregate Allocable Amounts of each Loan Party as determined immediately prior to the making of those Joint Liability Payments, then, following payment in full in cash of the Obligations (other than contingent indemnification Obligations not then asserted) and the termination of the Commitments, that Loan Party shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Party for the amount of that excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to the applicable Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Loan Party is equal to the maximum amount of the claim that could then be recovered from that Loan Party under this Section 16 without rendering that claim voidable or avoidable under § 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

16.1.7 Each Loan Party assumes responsibility for keeping itself informed of the financial condition of each other Loan Party, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of each other Loan Party's Obligations,

and of all other circumstances bearing upon the risk of nonpayment by each other Loan Party of its Obligations, and each Loan Party agrees that neither any Agent nor any Lender has or shall have any duty to advise that Loan Party of information known to any Agent or any Lender regarding any such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If any Agent or any Lender, in its discretion, undertakes at any time or from time to time to provide any such information to a Loan Party, neither any Agent nor any Lender shall be under any obligation to update any such information or to provide any such information to that Loan Party or any other Person on any subsequent occasion.

16.1.8 Subject to Section 15.1, Administrative Agent upon written direction from the Required Lenders is hereby authorized to, at any time and from time to time, to do any and all of the following: (a) in accordance with the terms of this Agreement, renew, extend, accelerate, or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Loan Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Loan Party and delivered to Administrative Agent or any Lender; (b) accept partial payments on an Obligation incurred by any Loan Party; (c) take and hold security or collateral for the payment of an Obligation incurred by any Loan Party under this Agreement or for the payment of any guaranties of an Obligation incurred by any Loan Party or other liabilities of any Loan Party and exchange, enforce, waive, and release any such security or collateral; (d) in accordance with the terms of the Loan Documents, apply any such security or collateral and direct the order or manner of sale thereof; and (e) with the prior consent of the Lenders, settle, release, compromise, collect, or otherwise liquidate an Obligation incurred by any Loan Party and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Loan Party. In accordance with the terms of this Agreement, Administrative Agent has the exclusive right to determine the time and manner of application of any payments or credits, whether received from a Borrower or any other source, and any such determination shall be binding on each Loan Party. In accordance with the terms of this Agreement, all such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Loan Party as Administrative Agent determines in its discretion without affecting the validity or enforceability of the Obligations of any other Loan Party. Nothing in this Section 16.1.8 modifies any right of any Loan Party or any Lender to consent to any amendment or modification of this Agreement or the other Loan Documents in accordance with the terms hereof or thereof.

16.1.9 Each Loan Party hereby agrees that, except as otherwise expressly provided in this Agreement, its obligations under this Agreement are and shall be unconditional, irrespective of (a) the absence of any attempt to collect an Obligation incurred by any Loan Party from any Loan Party or any guarantor or other action to enforce the same; (b) failure by Collateral Agent or Lenders, as applicable, to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Loan Party; (c) any Insolvency Proceeding by or against any Loan Party, or any Agent's or any Lender's election in any such proceeding of the application of § 1111(b)(2) of the Bankruptcy

Code; (d) any borrowing or grant of a security interest by any Loan Party as debtor-in-possession under § 364 of the Bankruptcy Code; (e) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of any Agent's or any Lender's claim(s) for repayment of any of an Obligation incurred by any Loan Party; or (f) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor unless that legal or equitable discharge or defense is that of a Loan Party in its capacity as a Loan Party.

16.1.10 Any notice given by Borrower Representative under this Agreement shall constitute and be deemed to be notice given by all Loan Parties, jointly and severally. Notice given by any Agent or any Lender to Borrower Representative under this Agreement or pursuant to any other Loan Documents in accordance with the terms of this Agreement or of any applicable other Loan Document shall constitute notice to each Loan Party. The knowledge of any Loan Party shall be imputed to all Loan Parties and any consent by Borrower Representative or any Loan Party shall constitute the consent of, and shall bind, all Loan Parties.

16.1.11 This Section 16 is intended only to define the relative rights of Loan Parties and nothing set forth in this Section 16 is intended to or shall impair the obligations of Loan Parties, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 16 limits the liability of any Loan Party to pay the credit facilities made directly or indirectly to that Loan Party and accrued interest, fees, and expenses with respect thereto for which that Loan Party is primarily liable.

16.1.12 The parties to this Agreement acknowledge that the rights of contribution and indemnification under this Section 16 constitute assets of each Loan Party to which any such contribution and indemnification is owing. The rights of any indemnifying Loan Party against the other Loan Parties under this Section 16 shall be exercisable upon the full and payment of the Obligations, and the termination of the Commitments.

16.1.13 No payment made by or for the account of a Loan Party, including, without limitation, (a) a payment made by that Loan Party on behalf of an Obligation of another Loan Party, or (b) a payment made by any other Person under any guaranty, shall entitle that Loan Party, by subrogation or otherwise, to any payment from that other Loan Party or from or out of property of that other Loan Party and that Loan Party shall not exercise any right or remedy against that other Loan Party or any property of that other Loan Party by reason of any performance of that Loan Party of its joint and several obligations hereunder, until, in each case, the termination of the Commitments, the expiration, termination, or Cash Collateralization of all Letters of Credit, and Payment in Full of all Obligations (other than contingent indemnification Obligations not then asserted).

ARTICLE XVII___

APPOINTMENT OF BORROWER REPRESENTATIVE

17.1.1 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents) from the Lenders in the name or on behalf of that Loan Party. Administrative Agent may disburse those proceeds to the bank account of Borrower Representative (or any other Borrower) without notice to any other Borrower or any other Loan Party.

17.1.2 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes the Borrower Representative as its agent to (a) receive statements of account and all other notices from Administrative Agent with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (b) execute and deliver Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Loan Party under this Agreement or the other Loan Documents; and (c) otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents.

17.1.3 The authorizations contained in this Section 17 are coupled with an interest and are irrevocable until Payment in Full or a change pursuant to Section 17, and Administrative Agent may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower or other Loan Party as if the same were supplied, made or taken by that Borrower or Loan Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Loan Parties to join in the execution of any writing in connection with this Agreement will not relieve any Borrower or other Loan Party from obligations in respect of that writing.

17.1.4 No purported termination of or change in the appointment of Borrower Representative as agent will be effective without the prior written consent of Administrative Agent.

ARTICLE XVIII___

CONVERSION RIGHTS

Section 18.1 Conversion on the Maturity Date. Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on any date beginning on December 15, 2022 (a "Maturity

Conversion Date"). In order to exercise its conversion rights under this Section 18.1, a Lender must provide written notice (a "Maturity Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the Maturity Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.1.

Section 18.2 Early Conversion.

18.2.1 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares immediately after the closing time of the Applicable Follow-On Offering (the "Offering Conversion Date"). The Company shall provide written notice to the Lenders of the Offering Conversion Date on or prior to the second Business Day immediately preceding such date. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Offering Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Offering Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

18.2.2 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on any date Ultimate Holdings specifies as an Optional Conversion Date with respect to all Lenders. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Optional Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Optional Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

Section 18.3 Limitation on Delivery of Conversion Payment Shares. Notwithstanding anything contained herein to the contrary, (a) the aggregate number of Conversion Payment Shares issued pursuant to Section 18.1 and 18.2 shall be limited to the Conversion Cap, with a *pro rata* portion (based on the portion of the aggregate Outstanding Obligations due to such Lender) of such Conversion Cap being applicable to each converting Lender on a Maturity Conversion Date, for purposes of Section 18.1, the Offering Conversion Date, for purposes of Section 18.2.1, or the Optional Conversion Date, for purposes of Section 18.2.2, and any portion of the Conversion Cap not utilized on the Applicable Conversion Date by non-converting Lenders shall be re-allocated *pro rata* among the converting Lenders, (b) no Conversion Payment Shares shall be issued to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant if such issuance would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market and (c) no Conversion Payment Shares shall be issued to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of Redline AgileThought - First Amendment to Credit Agreement - Exhibit A 2126302v1 and AgileThought - First Amendment to Credit Agreement - Exhibit A 2126302v4 12/10/2021 10:37:47 AM

the Applicable Exchange), and, in each case, the portion of the Outstanding Obligations with respect to which Conversion Payment Shares cannot be delivered shall be deemed to not have been converted; provided, that the foregoing limitations in clauses (a), (b) and (c) shall not apply to the extent that Ultimate Holdings receives the Requisite Shareholder Approval.

Section 18.4 Conversions Generally. Upon a Converting Lender's receipt of the Conversion Payment Shares required to be delivered to such Converting Lender under Section 18.1 or Section 18.2, the Outstanding Obligations owed to such Converting Lender that have been converted shall be deemed to have Paid in Full.

Section 18.5 Mergers. Notwithstanding anything to the contrary herein, Ultimate Holdings may not consummate any (i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination), (ii) any consolidation, merger or combination or similar transaction involving Ultimate Holdings, (iii) any sale, lease or other transfer to a third party of the consolidated assets of Ultimate Holdings and Ultimate Holdings' Subsidiaries substantially as an entirety, or (iv) any statutory share exchange (any such event, a "Merger Event") unless the resulting, surviving or transferee Person (the "Successor Company"), if not Ultimate Holdings, shall expressly assume all of the obligations of Ultimate Holdings under this Article XVIII; provided, however, that nothing in this Section 18.5 shall be construed to permit any event or transaction otherwise prohibited under this Agreement.

Section 18.6 Effect of Recapitalizations, Reclassifications and Changes of the Common Stock.

18.6.1 In the case of: any Merger Event as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof), at and after the effective time of such Merger Event, (a) the right to convert Outstanding Obligations in Conversion Payment Shares shall be changed into a right to convert such Outstanding Obligations into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that holders of shares of Common Stock are entitled to receive (the "Reference Property," with each "unit of Reference Property" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and (b) unless context requires otherwise, all references to "Common Stock" hereunder shall be deemed references to the Reference Property. At and after the effective time of any such Merger Event, any shares of Common Stock that Ultimate Holdings would have been required to deliver upon conversion of the Outstanding Obligations under Article XVIII shall instead be deliverable in Reference Property.

18.6.2 If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then (i) the Reference Property into which the Outstanding Obligations will be convertible shall be deemed to be the weighted average of the

types and amounts of consideration actually received by the holders of Common Stock, and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock.

18.6.3 If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets of a Person other than Ultimate Holdings or the successor or purchasing corporation (excluding, for the avoidance of doubt, cash paid by such surviving company, successor or purchaser corporation, as the case may be, in such Merger Event), then such other Person shall execute such documentation with respect to the conversion of Outstanding Obligations as the Lenders and Ultimate Holdings in good faith determine to be commercially reasonable. The definitive agreement with respect to any Merger Event shall include such additional provisions as are reasonably necessary to protect the conversion rights of the Lenders under this Article XVIII.

18.6.4 If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is a Public Issuer, such Successor Issuer shall grant to each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted to any other Person in connection with such Merger Event. If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is not a Public Issuer, such Successor Issuer shall grant each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted in connection with such Merger Event to any other holder of the shares; provided that in no event shall such registration rights be less favorable to any Lender than the registration rights set forth in any Registration Rights Agreement then in effect. Following the consummation of any Merger Event in which Ultimate Holdings is not the Successor Issuer, all references in this Article XVIII to Ultimate Holdings shall be deemed replaced with references to the Successor Issuer.

18.6.5 Ultimate Holdings shall provide written notice of any Merger Event to the Lenders as promptly as practicable after the public announcement thereof.

18.6.6 Ultimate Holdings shall not become a party to any Merger Event unless its terms are consistent with this Section 18.6 and this Section 18.6 shall similarly apply to successive Merger Events.

Section 18.7 Delivery of Conversion Payment Shares. Ultimate Holdings shall deliver any Conversion Payment Shares required to be delivered to a Lender under this Article XVIII no later than the second Business Day immediately following the Applicable Conversion Date. The Conversion Payment Shares will be issued in book-entry form and issued and delivered to the transfer agent for Ultimate Holdings and identified by restricted legends identifying the Conversion Payment Shares as restricted securities. A Converting Lender shall be deemed to be the holder of record of such Conversion Payment Shares as of 5:00 p.m. (New York City time) on the date the Conversion Payment Shares are issued and delivered to the Converting Lender.

Section 18.8 Reservation of Shares; Listing. Ultimate Holdings shall, as of the applicable Closing Date, authorize and reserve 2,098,545 shares of Common Stock for issuance upon conversion of Outstanding Obligations as Conversion Payment Shares and shall at all times keep reserved a sufficient number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations (after taking into account the Conversion Cap, to the extent then applicable) based on an Applicable Price determined as if the last calendar day of the preceding calendar quarter was an Applicable Conversion Date. No later than the Business Day immediately following any Applicable Conversion Date, Ultimate Holdings shall take all action necessary, including amending its governing documents, to authorize and reserve sufficient Conversion Payment Shares such that (a) all Conversion Payment Shares required to be delivered by Ultimate Holdings in connection with such Applicable Conversion Date (1) shall be duly and validly authorized, reserved and available for issuance on or prior to the date such Conversion Payment Shares are delivered to any Converting Lender in accordance with Section 18.4 and (2) shall, upon issuance, be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable securities laws and (b) the issuance of such Conversion Payment Shares shall not be subject to any preemptive or similar rights. On or prior to the applicable Closing Date, Ultimate Holdings shall provide notice to the Nasdaq Capital Market with respect to the listing of a number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations (after taking into account the Conversion Cap, to the extent then applicable). Ultimate Holdings shall use its best efforts to effect and maintain the listing on a Permitted Exchange of its Common Stock.

Section 18.9 Calculations. Ultimate Holdings and any Converting Lenders shall, acting in good faith and in a commercially reasonable manner, jointly determine the number of Conversion Payment Shares with respect to any Conversion; provided that if Ultimate Holdings and such Converting Lenders cannot promptly agree on the number of Conversion Payment Shares with respect to such Conversion then they shall use their good faith efforts to jointly appoint a Calculation Agent to determine such number with respect to such Conversion; provided, further, that any failure to agree or related delay in the calculation of the number of Conversion Payment Shares shall extend the time provided for delivery of the any disputed number of Conversion Payment Shares (but, for the avoidance of doubt, not the number of Conversion Payment Shares not in dispute) until the second Business Day following the determination of the calculation as provided in this Section 18.9, and such extension or delay in payment with respect to the disputed portion of Conversion Payment Shares shall not be deemed a breach of any provision of this Agreement. If Ultimate Holdings and any Converting Lenders are not able to promptly agree on a Calculation Agent with respect to a Conversion, then Ultimate Holdings shall appoint one Calculation Agent and the Converting Lenders shall appoint a second Calculation Agent and such appointed Calculation Agents shall each promptly determine the number of Conversion Payment Shares for such Conversion and the Conversion Payment Shares for such Conversion shall be deemed to be the average of the amounts determined by such Calculation Agents or, if only one Calculation Agent provides a determination of the Conversion Payment Shares prior to the date Conversion Payment Shares are required to be delivered in connection with the relevant Conversion, the number of

Conversion Payment Shares determined by such Calculation Agent. Any determination of the Conversion Payment Shares pursuant to the terms of this Section 18.9 shall be final absent manifest error. All calculations under this Article XVIII shall be rounded to the nearest 1/10,000th, with 0.00005 rounded up to 0.0001; provided that the number of Conversion Payment Shares to be delivered to any Converting Lender shall be rounded up the nearest whole number.

Section 18.10 Conversion Information. Ultimate Holdings shall use commercially reasonable efforts to promptly provide any information to any Lender, or any Calculation Agent for purposes of Section 18.9, that such Lender or Calculation Agent determines in good faith to be reasonably necessary to make any calculations under this Article XVIII.

Section 18.11 Taxes. Ultimate Holdings shall pay any and all transfer, stamp and similar Taxes imposed by, or levied by or on behalf of, any governmental authority or agency having the power to tax that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Converting Lender in connection with any Conversion. For the avoidance of doubt, Ultimate Holdings shall not be responsible for any such transfer, stamp and similar Taxes that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Person that is not the Converting Lender, including any nominee, assignee or transferee of the Converting Lender, if such Taxes would not have been imposed or be payable had the Conversion Payment Shares been issued in the name of the Converting Lender.

Section 18.12 Peso Loans. Conversions of Outstanding Obligations hereunder shall be made by reference to the Dollar amount thereof. In the case of any Outstanding Obligations denominated in Pesos, the Dollar amount thereof shall be determined by reference to the Conversion Rate as of the relevant Applicable Conversion Date.

Section 18.13 Additional Definitions. When used in this Article XVIII, the following terms shall have the following meanings:

"Applicable Conversion Date" means, (a) with respect to a conversion by a Lender under Section 18.1, the date such Lender delivered a Maturity Conversion Notice to Ultimate Holdings, (b) with respect to a conversion by a Lender under Section 18.2.1, if the Lender delivered an Offering Conversion Notice to Ultimate Holdings, then the Offering Conversion Date and (c) with respect to a conversion by a Lender under Section 18.2.2, if the Lender delivered an Optional Conversion Notice to Ultimate Holdings, then the applicable Optional Conversion Date.

"Applicable Exchange" means, at any time, the principal United States exchange on which the Common Stock is then listed.

"Applicable Follow-On Offering" means the first underwritten public offering of Common Stock following the initial Closing Date.

"Applicable Follow-On Price" means the price per share of Common Stock paid by the purchasers in the Applicable Follow-On Offering.

"Applicable Price" means, with respect to an Applicable Conversion Date, the Market Value; provided, however, that if the Outstanding Obligations are being converted under Section 18.2.1, then the "Applicable Price" with respect to a Conversion under Section 18.2.1 shall be the "Applicable Follow-On Price," provided that Ultimate Holdings has received from the Applicable Exchange an interpretation of the applicable listing standards of the Applicable Exchange indicating that conversion at the Applicable Follow-On Price would not require shareholder approval (and Ultimate Holdings shall seek such interpretation as promptly as is commercially reasonable after the initial Closing Date); and provided further that notwithstanding anything to the contrary, a Converting Lender and Ultimate Holdings may agree in writing to use any Applicable Price with respect to any Conversion by such Converting Lender, subject to compliance with any Requirement of Law, including the rules and regulations of the Applicable Exchange. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, the Applicable Price will be with respect to one unit of Reference Property.

"Calculation Agent" means a leading international financial institution that is not an Affiliate of Ultimate Holdings or any Lender.

"Common Stock" means Class A Common Stock, $0.0001 par value per share, of Ultimate Holdings.

"Conversion" means the exercise of a conversion right under Section 18.1 or Section 18.2 by any Lender.

"Conversion Cap" means 2,098,545 shares of Common Stock.

"Conversion Payment Shares" means, with respect to any Conversion by a Lender, a number of shares of Common Stock equal to the portion of such Lender's Outstanding Obligations being converted divided by the Applicable Price with respect to the relevant Applicable Conversion Date. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, each Conversion Payment Share will be deemed replaced with one unit of Reference Property.

"Converting Lender" means, with respect to any conversion of Outstanding Obligations, the Lender that has elected to convert under Section 18.1 or Section 18.2.

"Market Disruption Event" means (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock

for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts traded on any U.S. exchange relating to the Common Stock.

"Market Value" means the consolidated closing bid price of one share of Common Stock as of 4:00 p.m., New York City time, on the Trading Day immediately preceding the Applicable Conversion Date, as provided by the Nasdaq representative for Ultimate Holdings at the Nasdaq Market Intelligence Desk (or such similar definition of the Applicable Exchange).

"Optional Conversion Date" means, with respect to a Lender, the date specified as such for purposes of Section 18.2 by Ultimate Holdings in a written notice to such Lender.

"Outstanding Obligations" means the then-outstanding aggregate principal amounts of the Loans (including any interest previously capitalized and added to principal), together with any accrued interest to, but excluding, the Applicable Conversion Date.

"Permitted Exchange" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (or any of their respective successors).

"Public Issuer" means a Successor Issuer in a Merger Event a class of whose common stock or equivalent Equity Interests is listed or admitted for trading on a Permitted Exchange.

"Requisite Shareholder Approval" means advance shareholder approval with respect to the issuance of Conversion Payment Shares upon conversion of the Outstanding Obligations (a) in excess of the limitations imposed by the Conversion Cap, (b) to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant for issuances that would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market or (c) to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange); provided, however, that the applicable Requisite Shareholder Approval will be deemed to be obtained if, due to (A) any amendment or binding change in the interpretation of the applicable listing standards of the Applicable Exchange or (B) the receipt by Ultimate Holdings from the Applicable Exchange of an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of all Outstanding Obligations.

"Scheduled Trading Day" means any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities

exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "Scheduled Trading Day" means a Business Day.

"Successor Issuer" means a Person who is a successor of Ultimate Holdings or a Person who issues common stock or equivalent Equity Interests in any Merger Event in which the shares of the Common Stock are converted into or exchanged for, in whole or in part, common stock or equivalent Equity Interests of such Person.

"Trading Day" means any day on which (A) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (B) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

[SIGNATURE PAGES FOLLOW]

EXHIBIT B

ANNEX A

LENDERS AND COMMITMENTS

Tranche A-1 Commitment

Tranche A-1 Lender	**Tranche A-1 Commitment**
BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8	U.S.$3,000,000
Total	U.S.$3,000,000

Tranche A-2 Commitment

Tranche A-2 Lender	**Tranche A-2 Commitment**
BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6	MXN$120,000,000
Total	MXN$120,000,000

Tranche B-1 Commitment

Tranche B-1 Lender	**Tranche B-1 Commitment**
NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.	the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date
Total	the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date

Tranche B-2 Commitment

Tranche B-2 Lender	**Tranche B-2 Commitment**
BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183	MXN$78,446,203
Total	MXN$78,446,203

Tranche C Commitment

Tranche C Lender	**Tranche C Commitment**
MANUEL SENDEROS FERNANDEZ	U.S.$4,000,000.00
Total	U.S.$4,000,000.00

Tranche D Commitment

Tranche D Lender	**Tranche D Commitment**
MANUEL SENDEROS FERNANDEZ	U.S.$500,000.00
Total	U.S.$500,000.00

Tranche E Commitment

Tranche E Lender	**Tranche E Commitment**
KEVIN JOHNSTON	U.S.$200,000.00
Total	U.S.$200,000.00

EXHIBIT C

EXHIBIT K

FORM OF TRANCHE E NOTE

U.S.$[●] [Date]
New York, New York

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [●] or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement dated as of November 22, 2021 (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement"), among the AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MÉXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico, the other Loan Parties party thereto, the LENDERS named therein (collectively, the "Lenders"), GLAS USA, LLC, as administrative agent (in such capacity, the "Administrative Agent") and GLAS Americas, LLC, as collateral agent. Capitalized terms used but not defined herein have the meaning assigned to them in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the *per annum* rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

AGILETHOUGHT, INC.,
as Borrower

By: _____
Name:
Title:

EXHIBIT 24

Guaranty and Collateral Agreement

EXECUTION VERSION

GUARANTY AND COLLATERAL AGREEMENT

dated as of January 28, 2022

among

IT GLOBAL HOLDING LLC,

4TH SOURCE, LLC

AN GLOBAL LLC,

and

EACH OF THEIR AFFILIATES PARTY HERETO,
as Grantors,

GLAS USA LLC,
as Administrative Agent,

and

GLAS AMERICAS LLC,
as Collateral Agent

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SCHEDULES

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GUARANTY AND COLLATERAL AGREEMENT

THIS GUARANTY AND COLLATERAL AGREEMENT dated as of January 28, 2022 (this "Agreement"), is entered into by and among IT GLOBAL HOLDING LLC, a Delaware limited liability company ("IT Global"), 4TH SOURCE LLC, a Delaware limited liability company ("4th Source"), AN GLOBAL LLC, a Delaware limited liability company ("Holdings"), and each other Person party to this Agreement as a Grantor (each of IT Global and 4th Source, together with Holdings, each such Person and any other Person that is or becomes a party to this Agreement as provided in this Agreement, are individually referred to in this Agreement as a "Grantor" and collectively as the "Grantors"), in favor of GLAS AMERICAS LLC, as collateral agent (in such capacity, "Collateral Agent") for itself, the Administrative Agent (as defined in the Credit Agreement) and the Lenders (as defined in the Credit Agreement), GLAS USA LLC, as administrative agent (in such capacity, "Administrative Agent" and together with the Collateral Agent, the "Agents") for itself and the Lenders and (to the extent set forth in this Agreement) certain Affiliates (as defined in the Credit Agreement) of the Lenders.

The Lenders have severally agreed, pursuant to the Credit Agreement, to extend credit to AGILETHOUGHT, INC., a Delaware corporation and AGILETHOUGHT MEXICO, S.A. DE C.V., a Mexican *sociedad anónima de capital variable* (collectively, the "Borrowers"). Each of the Borrowers is affiliated with each other Grantor. The proceeds of credit extended under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to the other Grantors in connection with the operation of their respective businesses. The Borrowers and the other Grantors are engaged in interrelated businesses, and each Grantor will derive substantial direct and indirect benefit from extensions of credit under the Credit Agreement.

In consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Agents, for the benefit of the Agents and the ratable benefit of the Lenders, as follows:

SECTION 1 DEFINITIONS.

1.1 Terms Defined in the Credit Agreement and UCC. Unless otherwise defined in this Agreement, terms defined in the Credit Agreement and used in this Agreement have the meanings given to them in the Credit Agreement, and the following terms are used in this Agreement as defined in the UCC: "Account Debtors"; "Accounts"; "Certificated Security"; "Commercial Tort Claims"; "Deposit Accounts"; "Documents"; "Electronic Chattel Paper"; "Equipment"; "Farm Products"; "Goods"; "Health-Care-Insurance Receivables"; "Instruments"; "Inventory"; "Leases"; "Letter-of-Credit Rights"; "Money"; "Payment Intangibles"; "Securities Account"; "Supporting Obligations"; and "Tangible Chattel Paper."

1.2 Other Definitions. When used in this Agreement the following terms have the following meanings:

"Administrative Agent" has the meaning set forth in the introductory clause of this Agreement.

"Agreement" has the meaning set forth in the introductory clause of this Agreement.

"Borrower Obligations" means all Obligations of the Borrowers.

"Borrowers" has the meaning set forth in the introductory clause of this Agreement.

"Chattel Paper" means all "chattel paper" as such term is defined in the UCC and, in any event, includes, with respect to any Grantor, all Electronic Chattel Paper and Tangible Chattel Paper.

"Collateral" means, subject to Section 3.2, (including, without limitation, the provision that the Collateral does not include Excluded Property) the following: (a) all of the following property of any Grantor, whether now owned or existing or hereafter acquired or arising and wheresoever located, including all accessions thereto: all of each Grantor's Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Health-Care-Insurance Receivables, Farm Products, Goods, Instruments, Intellectual Property, Inventory, Investment Property, Leases, Letter-of-Credit Rights, Money, Payment Intangibles, Supporting Obligations and Identified Claims; (b) all books and records pertaining to any of the foregoing; (c) all Proceeds and products of any of the foregoing; and (d) all collateral security and guarantees given by any Person with respect to any of the foregoing. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, refer to that Grantor's Collateral or the relevant part thereof.

"Collateral Agent" has the meaning set forth in the introductory clause of this Agreement.

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

"Copyrights" means all copyrights arising under the laws of the United States, any other country, or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Schedule 5, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Credit Agreement" means the Credit Agreement dated as of November 22, 2021 among the Borrowers, the other Loan Parties party thereto, the Lenders and the Agents, as amended, supplemented, restated, refinanced or otherwise modified from time to time.

"Excluded Property" has the meaning set forth in Section 3.2(a).

"Filing Collateral" means Collateral a Lien on which may be perfected by the filing of a UCC financing statement in the appropriate filing office or security agreement with the United States Patent and Trademark Office or the United States Copyright Office.

"Fixtures" means "fixtures" as such term is defined in the UCC and, in any event, includes, with respect to any Grantor, all of the following, whether now owned or hereafter acquired by a Grantor, wherever located, and all additions and accessories thereto and replacements therefor: plant fixtures, business fixtures, other fixtures and storage facilities.

"Foreign Subsidiary" is as defined in the Credit Agreement.

"General Intangibles" means all "general intangibles" as such term is defined in the UCC and, in any event, including with respect to any Grantor, all Payment Intangibles, all rights of that Grantor under contracts, agreements, instruments and indentures in any form, and portions thereof, to which that Grantor is a party or under which that Grantor has any right, title or interest or to which that Grantor or any property of that Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of that Grantor to receive moneys due and to become due to it thereunder or in connection therewith; (b) all rights of that Grantor to damages arising thereunder; and (c) all rights of that Grantor to perform and to exercise all remedies thereunder. The foregoing limitation does not affect, limit, restrict, or impair the grant by any Grantor of a security interest pursuant to this Agreement in any Account or any money or other amounts due or to become due under any such Payment Intangible, contract, agreement, instrument, or indenture.

"Grantors" has the meaning set forth in the introductory clause of this Agreement.

"Guaranteed Obligations" means all Obligations of each Loan Party.

"Guarantor" means each Person party to this Agreement from time to time as a Guarantor, including each Grantor that is not a Borrower.

"Guarantor Obligations" means, collectively, with respect to each Guarantor, all Obligations of that Guarantor.

"Holdings" has the meaning set forth in the introductory clause of this Agreement.

"Identified Claims" means the Commercial Tort Claims described on Schedule 7, as that schedule is supplemented from time to time.

"Intellectual Property" means the collective reference to all rights, priorities, and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including but not limited to the Copyrights, the Patents, the Trademarks, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intellectual Property Licenses" means all written agreements naming any Grantor as licensor, including those listed on Schedule 5, granting any right (a) under any material Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any such Copyright; (b) to manufacture, use or sell any invention covered in whole or in part by a material Patent; and (c) to use any material Trademark.

"Intellectual Property Security Agreement" means (a) each trademark security agreement in the form of Exhibit B; (b) each patent security agreement in the form of Exhibit C; and (c) each copyright security agreement in the form of Exhibit D.

"Intercompany Note" means any promissory note evidencing loans made by any Grantor to any other Grantor or any Subsidiary of any Grantor.

"Investment Property" means the collective reference to (a) all "investment property" as such term is defined in the UCC; (b) all "financial assets" as such term is defined in the UCC; and (c) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity, Pledged Operating Agreements and Pledged Partnership Agreements.

"Issuer" means the issuer of any Investment Property.

"Lenders" has the meaning set forth in the introductory clause of this Agreement.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all goodwill associated therewith, including any of the foregoing referred to in Schedule 5; (b) all applications for letters patent of the United States or any other country and all divisions, continuations, and continuations-in-part thereof, including any of the foregoing referred to in Schedule 5; and (c) all rights to obtain any reissues or extensions of the foregoing.

"Payment in Full" is as defined in the Credit Agreement.

"Pledged Equity" means all of each Grantor's right, title and interest in and to all of the Equity Interests owned and hereafter acquired by such Grantor, regardless of class or designation, including without limitation, the Equity Interests listed on Schedule 1, together with any other Equity Interests, certificates, rights to receive certificates, options or rights of any nature whatsoever (contractual or otherwise), and any substitutions therefor and replacements thereto, in respect of the Equity Interests of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect and the right to receive all dividends, distributions of income, profits, surplus or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

"Pledged Notes" means all promissory notes listed on Schedule 1, all Intercompany Notes, including the Master Intercompany Note, at any time issued to any Grantor, and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Operating Agreements" means all of each Grantor's rights, powers and remedies under the limited liability company agreements or operating agreements of each of the limited liability companies whose Equity Interests are pledged or are required to be pledged by such Grantor under this Agreement.

"Pledged Partnership Agreements" means all of each Grantor's rights, powers and remedies under the partnership agreements or limited partnership agreements of each of the partnerships or limited partnerships whose Equity Interests are pledged or are required to be pledged by such Grantor under this Agreement.

"Proceeds" means all "proceeds" as such term is defined in the UCC and, in any event, includes all dividends or other income from the Investment Property, collections thereon, or distributions or payments with respect thereto.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Grantor that has total assets exceeding U.S.$10,000,000 at the time the relevant guaranty, keepwell, or grant of the relevant security interest becomes effective with respect to that Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Secured Obligations" means, collectively, the Borrower Obligations, the Guaranteed Obligations and the Guarantor Obligations.

"Secured Parties" means, collectively, the Agents, the Lenders, and each other holder of any Secured Obligations.

"Securities Act" means the Securities Act of 1933, as amended.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 5; and (b) the right to obtain all renewals thereof.

"UCC" means the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of New York, but if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection or priority of the security interests in any Collateral, or the availability of any remedy under this Agreement is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, then "UCC" means the Uniform Commercial Code as in effect in that other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or priority or availability of such remedy.

SECTION 2 GUARANTY.

2.1 Guaranty.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, as a primary obligor and not only a surety, guarantees to Administrative Agent, for itself and the ratable benefit of the Secured Parties, the prompt and complete payment and performance by the applicable Loan Parties when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Obligations. The guarantee contained in this

Section 2 is a primary and original obligation of each Guarantor, is not merely the creation of a surety relationship, and is an absolute, unconditional, and continuing guaranty of payment and performance which will remain in full force and effect without respect to future changes in conditions.

(b) Notwithstanding any provision of this Agreement or any other Loan Document to the contrary, the maximum liability of each Guarantor under this Agreement and under the other Loan Documents will in no event exceed the amount that can be guaranteed by that Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the amount of the liability of that Guarantor under this Agreement without impairing the guaranty contained in this Section 2 or affecting the rights and remedies of any Secured Party under this Agreement.

(d) The guaranty contained in this Section 2 will remain in full force and effect until Payment in Full of the Secured Obligations.

(e) No payment made by any Borrower, any of the Guarantors, any other guarantor, or any other Person or received or collected by Administrative Agent or any Secured Party from any Borrower, any of the Guarantors, any other guarantor, or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Secured Obligations will be deemed to modify, reduce, release, or otherwise affect the liability of any Guarantor under this Agreement, which Guarantor will, notwithstanding any such payment (other than any payment made by that Guarantor in respect of the Secured Obligations or any payment received or collected from that Guarantor in respect of the Secured Obligations), remain liable for the Secured Obligations up to the maximum liability of that Guarantor under this Agreement until Payment in Full of the Secured Obligations.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor has paid more than its proportionate share of any payment made under this Agreement, that Guarantor will be entitled to seek and receive contribution from and against any other Guarantor under this Agreement that has not paid its proportionate share of that payment. Each Guarantor's right of contribution will be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 in no respect limit the obligations and liabilities of any Guarantor to Administrative Agent and the Secured Parties, and each Guarantor will remain liable to Administrative Agent and the Secured Parties for the full amount guaranteed by that Guarantor under this Agreement.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor under this Agreement or any set-off or application of funds of any Guarantor by any Secured Party, no Guarantor is or will be entitled to be subrogated to any of the rights of any Secured Party against any Borrower or any other Guarantor or any collateral security or guaranty or right of offset held by any Secured Party for the payment of the Secured Obligations, and no Guarantor may seek or is or will be entitled to seek any contribution or reimbursement from any Borrower or any other

Guarantor in respect of payments made by that Guarantor under this Agreement, until Payment in Full of the Secured Obligations. If any amount is paid to any Guarantor on account of those subrogation rights at any time before Payment in Full of the Secured Obligations, then that Guarantor shall hold that amount in trust for Administrative Agent and the Secured Parties, segregated from other funds of that Guarantor, and shall, promptly upon receipt by that Guarantor, turn that amount over to Administrative Agent in the exact form received by that Guarantor (duly endorsed by that Guarantor to Administrative Agent, if required), to be applied against the Secured Obligations, whether matured or unmatured, in such order as Administrative Agent determines.

2.4 Amendments, etc.

(a) Each Guarantor will remain obligated under this Agreement notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, (i) any demand for payment of any of the Secured Obligations made by Administrative Agent or the Required Lenders may be rescinded by Administrative Agent or the Required Lenders and any of the Secured Obligations may be continued; (ii) the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered, or released by Administrative Agent (or the Required Lenders or all the Lenders, as the case may be); and (iii) the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented, or terminated, in whole or in part, as Administrative Agent (or the Required Lenders or all the Lenders, as the case may be) may deem advisable from time to time in accordance with the Credit Agreement and the other Loan Documents. No Secured Party has or will have any obligation to protect, secure, perfect, or insure any Lien at any time held by it as security for the Secured Obligations or for the guaranty contained in this Section 2 or any property subject thereto.

(b) Any of the Secured Parties may, from time to time, at their sole discretion and without notice to any Guarantor, take any or all of the following actions: (i) retain or obtain a security interest in any Collateral to secure any of the Secured Obligations or any obligation under this Agreement; (ii) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the undersigned, with respect to any of the Secured Obligations; (iii) subject to any applicable requirements for amending the Loan Documents, extend or renew any of the Secured Obligations for one or more periods (whether or not longer than the original period), alter or exchange any of the Secured Obligations, or release or compromise any obligation of any Grantor under this Agreement or any obligation of any nature of any other obligor with respect to any of the Secured Obligations; (iv) subject to any applicable requirements for amending the Loan Documents, release any guaranty or right of offset or its security interest in, or surrender, release, or permit any substitution or exchange for, all or any part of any Collateral securing any of the Secured Obligations or any obligation under this Agreement, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter, or exchange any obligations of any nature of any obligor with respect to any such Collateral; and (v) resort to any Guarantor (or any of them) or any other guarantor of the Secured Obligations for payment of any of the Secured Obligations when due,

whether or not the Secured Parties have resorted to any property securing any of the Secured Obligations or any obligation under this Agreement or have proceeded against any other Grantor or any other obligor primarily or secondarily obligated with respect to any of the Secured Obligations.

2.5 WAIVERS.

(a) Each Guarantor waives, to the furthest extent permitted by applicable law, any and all notice of the creation, renewal, extension, or accrual of any of the Secured Obligations and notice of or proof of reliance by any Secured Party upon the guaranty contained in this Section 2 or acceptance of the guaranty contained in this Section 2. The Secured Obligations, and any of them, will conclusively be deemed to have been created, contracted, or incurred, or renewed, extended, amended, or waived, in reliance upon the guaranty contained in this Section 2, and all dealings between any Borrower and any of the Guarantors, on the one hand, and the Secured Parties, on the other hand, likewise will be conclusively presumed to have been had or consummated in reliance upon the guaranty contained in this Section 2. To the furthest extent permitted by applicable law, each Guarantor waives (i) diligence, presentment, protest, demand for payment, and notice of default, dishonor, or nonpayment and all other notices whatsoever to or upon any Borrower or any of the Guarantors with respect to the Secured Obligations; (ii) notice of the existence or creation or non-payment of all or any of the Secured Obligations; and (iii) all diligence in collection or protection of or realization upon any Secured Obligations or any security for or guaranty of any Secured Obligations. Without limiting the generality of any other waiver or other provision set forth in the guaranty contained in this Section 2, each Guarantor waives all rights and defenses that such Guarantor may have if all or part of the Secured Obligations are secured by real property to the furthest extent permitted by applicable law.

(b) The waivers set forth in this Section 2.5 mean, among other things:

(i) that any Secured Party may collect from any Guarantor without first foreclosing on any real or personal property collateral that may be pledged by that Guarantor, any Borrower, or any other guarantor;

(ii) that if any Secured Party forecloses on any real property collateral that may be pledged by any Guarantor, any Borrower, or any other guarantor:

(A) the amount of the Secured Obligations or any obligations of any guarantor in respect thereof may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and

(B) Administrative Agent may collect from that Guarantor even if any Secured Party, by foreclosing on the real property collateral, has destroyed any right such Guarantor may have to collect from any Borrower, any other Guarantor or any other guarantor.

(c) Each waiver set forth in this Section 2.5 is an unconditional and irrevocable waiver of any rights and defenses each Guarantor may have if all or part of the

Secured Obligations are secured by real property to the furthest extent permitted under applicable law.

(d) **Without limiting the generality of any other waiver or other provision set forth in the guaranty set forth in this Section 2, to the maximum extent permitted by applicable law, each Guarantor waives all rights and defenses arising out of an election of remedies by any Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Secured Obligations, has destroyed that Guarantor's rights of subrogation and reimbursement against a Borrower by the operation of applicable law**.

2.6 Payments. Each Guarantor hereby guarantees that payments under this Agreement will be paid to Administrative Agent without set-off or counterclaim in United States dollars at the office of Administrative Agent specified in the Credit Agreement.

2.7 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Grantor to guaranty and otherwise honor all Obligations in respect of Swap Obligations, except that each Qualified ECP Guarantor will only be liable under this Section 2.7 for the maximum amount of such liability that can be incurred without rendering its obligations under this Section 2.7, or otherwise under the Loan Documents, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount. The obligations of each Qualified ECP Guarantor under this Section 2.7 will remain in full force and effect until Payment in Full of the Secured Obligations. Each Qualified ECP Guarantor intends that this Section 2.7 constitutes, and will be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Grantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 3 GRANT OF SECURITY INTEREST.

3.1 Grant. Each Grantor hereby collaterally assigns and transfers to Collateral Agent, and hereby pledges, hypothecates, and grants to Collateral Agent, for itself and the ratable benefit of the Secured Parties and (to the extent provided in this Agreement) their Affiliates, a continuing security interest in all of that Grantor's Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

3.2 Excluded Property.

(a) Subject to Sections 3.2(b), 3.2(c), and 3.2(d), but notwithstanding any other provision of this Agreement or any other Loan Document to the contrary, the term "Collateral" does not include (and no defined term used in Section 1 includes), and a security interest will not attach to any of the following (collectively, the "Excluded Property"):

(i) any Deposit Accounts;

(ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor if (A) under the

terms of that contract, lease, permit, license, or license agreement or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of that contract, lease, permit, license, or license agreement and (B) that prohibition or restriction has not been waived or the consent of the other party to that contract, lease, permit, license, or license agreement has not been obtained;

(iii) any United States intent-to-use trademark application, but only to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of that intent-to-use trademark application under applicable federal law; and

(iv) any motor vehicle or other equipment subject to a certificate of title.

(b) The exclusions of clause (ii) of Section 3.2(a) do not (and are not to be construed to) apply to the extent that (i) any described prohibition or restriction is ineffective under the applicable anti-assignment provisions (including Section 9-406, 9-407, 9-408, or 9-409) of the UCC or other applicable law, or (ii) any consent or waiver has been obtained that would permit Administrative Agent's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of the applicable contract, lease, permit, license, or license agreement.

(c) The exclusions of clauses (i), and (ii) of Section 3.2(a) do not (and are not to be construed to) limit, impair, or otherwise affect any of Administrative Agent's or any Secured Party's continuing security interests in and liens upon any rights or interests of any Grantor in or to (i) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (ii) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests.

(d) With respect to any intent-to-use trademark application excluded from the Collateral in accordance with clause (iii) of Section 3.2(a), upon submission to and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use pursuant to 15 U.S.C. § 1060(a) or any successor provision, that intent-to-use trademark application will be considered Collateral.

SECTION 4 REPRESENTATIONS AND WARRANTIES.

To induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor jointly and severally hereby represents and warrants to the Agents and each Lender as follows:

4.1 Title; No Other Liens. Each Grantor owns good title to and, in the case of owned real property, marketable title to, and in the case of leased real property, a valid leasehold interest in, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges, and claims (including infringement claims with respect to any

registered or issued patents, trademarks, service marks, and copyrights owned by that Loan Party and/or that Subsidiary), except as permitted by Section 11.2 of the Credit Agreement. No valid financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Collateral Agent. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses in the ordinary course of business to third parties to use Intellectual Property owned by, licensed to, or developed by a Grantor. For purposes of this Agreement and the other Loan Documents, such licensing activity will not constitute a Lien on such Intellectual Property.

4.2 Perfected First Priority Liens. On the date hereof, this Agreement creates in favor of Collateral Agent, for the benefit of the Secured Parties, a legal, valid, and enforceable security interest in the Collateral. Upon completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on Schedule 2, copies thereof have been delivered to Collateral Agent in completed and duly executed form) the security interests in and Liens on the Filing Collateral will be perfected, first-priority security interests (subject only to Permitted Liens) as collateral security for the Secured Obligations, enforceable in accordance with the terms of this Agreement. The filings and other actions specified on Schedule 2 constitute all of the filings and other actions necessary to perfect all security interests granted hereunder on the Filing Collateral. No further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of the security interests and Liens in favor of the Collateral Agent in and to the Collateral, other than (i) the filing of continuation statements in accordance with applicable law; (ii) the recording of security agreements in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights; and (iii) the taking of the other actions required by this Agreement.

4.3 Grantor Information. Schedule 3 sets forth a complete and accurate list as of the date hereof of (i) the exact legal name of each Grantor; (ii) the jurisdiction of organization of each Grantor; (iii) the organizational identification number of each Grantor (or indicates that that Grantor has no organizational identification number); (iv) the chief executive office of each Grantor; and (v) the federal employer identification number of each Grantor.

4.4 Collateral Locations. There is no location at which any Grantor has any Collateral (except for inventory and equipment in transit in the ordinary course of business) other than those locations listed on Schedule 4, as supplemented by the Borrower Representative from time to time, and for each such location describing whether such location is owned or leased (and if leased, specifying the complete name and notice address of each lessor). On the date hereof, no Collateral is located outside the United States or in the possession of any lessor, bailee, warehouseman, or consignee, except as indicated on Schedule 4. None of the receipts received by any Grantor from any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and that named Person's assigns.

4.5 Certain Property. On the date hereof, none of the Collateral constitutes, or is the Proceeds of, (a) Farm Products or (b) vessels, aircraft, or any other property subject to any

certificate of title or other registration statute of the United States, any state, or any other jurisdiction.

4.6 Investment Property.

(a) The Pledged Equity pledged by each Grantor under this Agreement constitutes all the issued and outstanding Equity Interests of each Issuer of Pledged Equity owned by that Grantor.

(b) All issued and outstanding Equity Interests constituting Pledged Equity are duly authorized and validly issued, fully paid, non-assessable, and free and clear of all Liens other than those in favor of Collateral Agent, and all such Equity Interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities.

(c) Each of the Pledged Notes constitutes the legal, valid, and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

(d) Schedule 1 lists all Pledged Equity, Pledged Notes, and other Investment Property owned by each Grantor as of the date hereof. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it under this Agreement, free of any and all Liens of any other Person, except Permitted Liens.

(e) The execution, delivery, and performance of this Agreement by any Issuer in accordance with its terms will not conflict with (i) any provision of law, (ii) the organizational documents or governing documents of such Issuer, or (iii) any agreement, indenture, instrument, or other document, or any judgment, order, or decree, that is binding upon such Issuer or any of its respective properties. To the extent the Pledged Equity is evidenced by certificates, all such certificates have been delivered to Collateral Agent on the date hereof.

(f) With respect to each Issuer that is a limited liability company, that Issuer shall not cause the equity interests of that Issuer to be governed by, or to be a "security" within the meaning of, Article 8 (Investment Securities) of the UCC, and each such Issuer shall not, and each Grantor shall not cause any such Issuer to, "opt in" to Article 8 of the UCC with respect to such Issuer's equity interests.

4.7 Accounts.

(a) No amount payable to any Grantor under or in connection with any Account is evidenced by any Instrument (other than drafts deposited in the ordinary course of business) or Chattel Paper in excess of U.S.$250,000 that has not been delivered to Collateral Agent.

(b) On the date hereof, except as set forth on Schedule 8, there are no contracts or agreements between any Grantor and a United States governmental authority. If the

aggregate of Accounts where a United States governmental authority is an obligor exceeds U.S.$250,000 at any time, then (i) the applicable Grantor shall promptly notify Collateral Agent thereof in writing and (ii) if requested by Collateral Agent, the applicable Grantor shall promptly deliver a separate assignment of its right to payment of that Account to Collateral Agent pursuant to the Assignment of Claims Act of 1940 using forms provided by Collateral Agent evidencing (satisfactory to Collateral Agent) that assignment.

(c) The amounts represented by a Grantor to Collateral Agent or the Lenders from time to time as owing to that Grantor in respect of the Accounts (to the extent such representations are required by any of the Loan Documents) are and will be, at all such times, accurate in all material respects.

4.8 Intellectual Property.

(a) On the date hereof, Schedule 5 lists (i) all material Intellectual Property owned by that Grantor in its own name on the date hereof and (ii) all Intellectual Property Licenses.

(b) On the date hereof, all material Intellectual Property and pending applications for registration of Intellectual Property owned by any Grantor are valid, subsisting, unexpired, and enforceable and have not been abandoned and, to that Grantor's knowledge, do not infringe the Intellectual Property rights of any other Person. On the date hereof, no Grantor has any interest in any Copyright that is necessary in connection with the operation of that Grantor's business that has not been registered with the United States Copyright Office.

(c) Except as set forth in Schedule 5 or for non-exclusive licenses of Intellectual Property granted in the ordinary course of business (to the extent constituting a Permitted Lien) or licenses and rights granted to certain resellers and distribution partners in the ordinary course of business, none of the Intellectual Property of any Grantor is the subject of any licensing or franchise agreement pursuant to which that Grantor is the licensor or franchisor.

(d) No holding, decision, or judgment has been rendered by any governmental authority against any Grantor that limits, cancels, or questions the validity of, or any Grantor's ownership interest in, any material Intellectual Property owned by any Grantor.

(e) No action or proceeding is pending, or, to the knowledge of any Grantor, threatened, on the date hereof (i) seeking to limit, cancel, or question the validity of, or any Grantor's ownership interest in, or any Grantor's licensing of, any material Intellectual Property owned by or licensed to or by any Grantor; or (ii) which, if adversely determined, would materially and adversely affect the value of any such Intellectual Property.

(f) Each Grantor owns or licenses or otherwise has the right to use all licenses, permits, patents, trademarks, trade names, copyrights, and other intellectual property rights that are necessary for the operation of its business, without any known infringement upon or other violation of the rights of any other Person with respect thereto, except for any infringements and violations that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

4.9 Deposit Accounts; Securities Accounts. Schedule 6 sets forth a complete and accurate list as of the date hereof of all Deposit Accounts, all Securities Accounts and all other accounts maintained with any broker dealer or other securities intermediary, and all other similar bank or securities accounts maintained by each Grantor, together with a description thereof (including the bank, broker dealer, or securities intermediary at which each such account is maintained and the account number and the purpose thereof).

4.10 Credit Agreement. Each Grantor that is not party to the Credit Agreement hereby makes each of the representations and warranties made by the Borrowers in Article 9 of the Credit Agreement (which representations and warranties will be deemed to have been renewed upon each borrowing or other extension of credit under the Credit Agreement). All such representations and warranties are incorporated in this Agreement by this reference as if fully set forth in this Agreement.

SECTION 5 COVENANTS.

Each Grantor covenants and agrees with the Agents and the Lenders that, from and after the date of this Agreement until Payment in Full of the Secured Obligations:

5.1 Delivery of Instruments, Certificated Securities, and Chattel Paper. If any amount payable under or in connection with any of the Collateral in excess of U.S.$250,000 (in the aggregate for all Grantors) is or becomes evidenced by any Instrument, Certificated Security, or Chattel Paper, in each case, then the applicable Grantor shall promptly deliver that Instrument, Certificated Security, or Chattel Paper to Collateral Agent, duly endorsed in a manner satisfactory to Collateral Agent, to be held as Collateral pursuant to this Agreement, and in the case of Electronic Chattel Paper, the applicable Grantor shall cause Collateral Agent to have control thereof within the meaning set forth in Section 9-105 of the UCC. The foregoing requirements of this Section 5.1 will not apply to any drafts deposited in the ordinary course of business. In the event that a Default or Event of Default has occurred and is continuing, upon the request of Collateral Agent, each applicable Grantor shall promptly (but in no event later than within one Business Day of any such request) deliver to Collateral Agent any Instrument, Certificated Security, or Chattel Paper not previously delivered to Collateral Agent, duly endorsed in a manner satisfactory to Collateral Agent, to be held as Collateral pursuant to this Agreement, and in the case of Electronic Chattel Paper, the applicable Grantor shall cause Collateral Agent to have control thereof within the meaning set forth in Section 9-105 of the UCC.

5.2 Maintenance of Perfected Security Interest; Further Documentation.

(a) Each Grantor shall cooperate with Collateral Agent in maintaining the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend that security interest against the claims and demands of all Persons whomsoever, subject to the rights of that Grantor under the Loan Documents to dispose of the Collateral or incur Permitted Liens (in each case in accordance with the terms and conditions of the Loan Documents).

(b) Each Grantor shall furnish to Collateral Agent from time to time statements and schedules further identifying and describing the assets and property of that Grantor and all other reports in connection therewith as Collateral Agent may reasonably request from time to time, all in reasonable detail.

(c) At any time and from time to time, upon the written request of Collateral Agent (acting at the written direction of the Required Lenders), and at Grantors' sole expense, each Grantor shall promptly and duly execute and deliver, and have recorded, all further instruments and documents and take all further actions as Collateral Agent may reasonably request (acting at the written direction of the Required Lenders) for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers granted under this Agreement, including (i) filing any appropriate financing or continuation statements under the UCC (or other similar laws) in effect in any appropriate jurisdiction with respect to the security interests created by this Agreement (including, without limitation, financing or continuation statements against "all assets of the Debtor whether now owned or existing or hereafter acquired or arising and wheresoever located, including all accessions thereto and products and proceeds thereof" of a Grantor); (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable Collateral Agent to obtain "control" (within the meaning of the applicable UCC) with respect thereto; and (iii) without limiting the generality of the foregoing, causing each Issuer (other than a Grantor) to execute and deliver to Collateral Agent an acknowledgment to this Agreement in form and substance reasonably satisfactory to Collateral Agent. Each Grantor acknowledges and agrees that its signature to this Agreement as a Grantor binds it to each and every provision of this Agreement in its capacity as a Grantor and as an Issuer (as applicable).

5.3 Changes in Locations, Name, etc.

(a) Except as permitted under the Credit Agreement, each Grantor shall not do any of the following, except upon 10 Business Days' prior written notice to Collateral Agent (or such shorter notice period as is satisfactory to Collateral Agent (acting at the written direction of the Required Lenders)) and delivery to Collateral Agent of (1) all additional financing statements and other documents reasonably requested by Collateral Agent as to the validity, perfection and priority of the security interests provided for in this Agreement, and (2) if applicable, a written supplement to Schedule 4 showing any additional location at which Inventory or Equipment is or will be kept:

(i) permit any of the Inventory or Equipment in excess of U.S.$250,000 to be kept at a location other than those listed on Schedule 4 (other than mobile goods and goods that are in transit in the ordinary course of business);

(ii) change its name, jurisdiction of organization, or the location of its chief executive office from that specified on Schedule 3 or in any subsequent notice delivered pursuant to this Section 5.3; or

(iii) change its legal identity or corporate structure.

5.4 Notices. Promptly after obtaining knowledge thereof, each Grantor shall advise Collateral Agent, in reasonable detail, of:

(a) any Lien (other than Permitted Liens) on any of the Collateral that could reasonably be expected to adversely affect the ability of Collateral Agent to exercise any of its remedies under this Agreement; and

(b) the occurrence of any other event that could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the Liens created by this Agreement.

5.5 Investment Property.

(a) If any Grantor shall become entitled to receive or shall receive any certificate, option, or rights in respect of the Equity Interests of any Issuer of Pledged Equity, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, then that Grantor shall accept the same as agent of the Secured Parties, hold the same in trust for the Secured Parties, and promptly deliver the same to Collateral Agent in the exact form received, duly endorsed by that Grantor to Collateral Agent, if required, together with an undated instrument of transfer covering that certificate duly executed in blank by that Grantor and with, if Collateral Agent so requests, signature guaranteed, to be held by Collateral Agent, subject to the terms of this Agreement, as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, shall do the following: (i) unless Collateral Agent (acting at the written direction of the Required Lenders) provides express written notice to the contrary, pay over (or cause to be paid over) to Collateral Agent, to be held by it under this Agreement as additional Collateral for the Secured Obligations, any sums paid upon or in respect of the Pledged Equity, Pledged Notes, or other Investment Property upon the liquidation or dissolution of any Issuer; and (ii) promptly deliver to Collateral Agent, to be held by it under this Agreement as additional Collateral for the Secured Obligations, unless otherwise subject to a perfected Lien in favor of Collateral Agent, any distribution of capital made on or in respect of the Pledged Equity, Pledged Notes, or other Investment Property or any property distributed upon or with respect to the Pledged Equity, Pledged Notes, or other Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof. Upon the occurrence and during the continuance of an Event of Default, if any Grantor receives any sums of money or property so paid or distributed in respect of the Pledged Equity, Pledged Notes, or other Investment Property, then that Grantor shall, until that money or property is paid or delivered to Collateral Agent, hold that money or property in trust for the Secured Parties, segregated from other funds of that Grantor, as additional Collateral for the Secured Obligations. Notwithstanding anything to the contrary set forth herein, other than during the occurrence and continuance of an Event of Default, any pledge of equity interests issued by an Excluded Foreign Subsidiary shall be governed by and perfected in accordance with New York law-governed pledge agreements and other documents.

(b) Each Grantor shall not do any of the following: (i) vote to enable, or take any other action to permit, any Issuer to issue any Equity Interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any

Equity Interests of any nature of any Issuer, except, in each case, as permitted by the Credit Agreement; (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Equity, Pledged Notes, or other Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement); (iii) create, incur, or permit to exist any Lien in favor of any Person with respect to any of the Pledged Equity, Pledged Notes, or other Investment Property or Proceeds thereof, or any interest therein, except for Permitted Liens; or (iv) enter into or permit to exist any agreement or undertaking, including, without limitation, the governing documents of any Issuer and shareholders' agreements, restricting the right or ability of that Grantor or Collateral Agent to sell, assign or transfer any of the Pledged Equity, Pledged Notes, or other Investment Property or Proceeds thereof, except as permitted by the Credit Agreement.

(c) In the case of each Grantor that is an Issuer, that Issuer (i) is and will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as those terms are applicable to it; (ii) shall notify Collateral Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) with respect to the Investment Property issued by it; (iii) acknowledges that the terms of Sections 6.3(c) and 6.7 apply to that Issuer with respect to all actions that may be required of it pursuant to Sections 6.3(c) or 6.7 regarding the Investment Property issued by it; and (iv) shall not recognize, acknowledge, or permit the pledge, transfer, grant of control, or other disposition of the Investment Property issued by it (or any portion thereof) other than to or as requested by Collateral Agent pursuant to Section 6 unless otherwise permitted under the terms of this Agreement or the Credit Agreement.

5.6 Accounts.

(a) Other than in the ordinary course of business and in amounts that are not material to any Grantor or as otherwise permitted by the Credit Agreement, each Grantor shall not (i) grant any extension of the time of payment of any Account; (ii) compromise or settle any Account for less than the full amount thereof; (iii) release, wholly or partially, any Person liable for the payment of any Account; (iv) allow any credit or discount whatsoever on any Account; or (v) amend, supplement, or modify any Account in any manner that could reasonably be expected to adversely affect the value of that Account.

(b) Each Grantor shall deliver to Collateral Agent a copy of each material demand, notice, or document received by it that questions or calls into doubt the validity or enforceability of any material Account of that Grantor or any material portion of the Accounts of the Grantors.

5.7 Intellectual Property.

(a) Each Grantor (either through itself or its licensees) shall (i) continue to use each Trademark owned by that Grantor and material to the conduct of its business in order to maintain that Trademark in full force free from any claim of abandonment for non-use; (ii) maintain the same (or higher) quality of products and services offered under each such Trademark as are currently maintained; (iii) use each such Trademark with the appropriate notice of registration and all other notices and legends if and to the extent required by applicable law to

maintain that Trademark; (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any such Trademark unless Collateral Agent obtains a perfected security interest (to the extent perfection is possible in accordance with law) in that mark pursuant to this Agreement; and (v) not knowingly (and not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark could reasonably be expected to become invalidated or adversely affected in any material respect.

(b) Each Grantor (either itself or through licensees) shall not do any act, or omit to do any act, whereby any Patent material to the conduct of its business might become forfeited, abandoned, or dedicated to the public (other than Patents expiring in the ordinary course).

(c) Each Grantor (either itself or through licensees) shall not knowingly (and shall not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of any Copyrights owned by that Grantor and material to the conduct of its business could reasonably be expected to become invalidated or adversely affected in any material respect. Each Grantor shall not (either itself or through licensees) do any act whereby any material portion of any such Copyrights might fall into the public domain.

(d) Each Grantor (either itself or through licensees) shall not do any act that knowingly uses any Intellectual Property material to the conduct of its business to infringe the Intellectual Property rights of any other Person.

(e) Each Grantor shall notify Collateral Agent promptly if it knows or has reason to know (i) that any application or registration relating to any material Intellectual Property owned by that Grantor might become forfeited, abandoned, or dedicated to the public; or (ii) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court or tribunal in any country) regarding that Grantor's ownership or licensing of, or the validity of, any material Intellectual Property or that Grantor's right to register the same or to own, license, and maintain the same.

(f) Whenever any Grantor, either by itself or through any agent, employee, licensee, or designee, files an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, that Grantor shall report that filing to Collateral Agent concurrently with respect to any Copyright, Patent or Trademark with the next delivery of financial statements pursuant to Section 10.1 of the Credit Agreement. Upon the request of Collateral Agent (acting at the written direction of the Required Lenders), each applicable Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Collateral Agent (acting at the written direction of the Required Lenders) reasonably requests to evidence Collateral Agent's security interest in any such Copyright, Patent, or Trademark owned by that Grantor with the U.S. Patent and Trademark Office or the U.S. Copyright Office, as applicable, and the goodwill and general intangibles of that Grantor relating thereto or represented thereby. Upon receipt from the United States Copyright Office of notice of registration of any Copyright(s), each Grantor shall promptly (but in no event later than ten (10) Business Days following such receipt) notify

Collateral Agent of such registration by delivering documentation sufficient for Collateral Agent to perfect Collateral Agent's Liens on such Copyright(s).

(g) Each Grantor shall take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each such registration of all material Intellectual Property owned by it, as determined by that Grantor in its reasonable business judgment.

(h) If any material Intellectual Property owned by any Grantor is, to the knowledge of that Grantor, infringed upon, or misappropriated or diluted by a third party, then that Grantor shall (i) take such actions as that Grantor reasonably deems appropriate under the circumstances to protect that Intellectual Property; and (ii) if that Intellectual Property is of material economic value, promptly notify Collateral Agent after that Grantor learns of that infringement, misappropriation, or dilution, and, to the extent, in its reasonable business judgment, that Grantor determines it appropriate under the circumstances, sue for infringement, misappropriation, or dilution, to seek injunctive relief where appropriate or to recover damages for that infringement, misappropriation, or dilution.

(i) Upon the request of Collateral Agent (acting at the written direction of the Required Lenders), in order to facilitate filings with the United States Patent and Trademark Office and the United States Copyright Office, each Grantor shall execute and deliver to Collateral Agent one or more Intellectual Property Security Agreements to further evidence Collateral Agent's Lien on that Grantor's Patents, Trademarks, or Copyrights, as applicable, and the General Intangibles of that Grantor relating thereto or represented thereby. The provisions of the Intellectual Property Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in any Intellectual Property Security Agreement will limit any of the rights or remedies of Collateral Agent under this Agreement. In the event of any conflict between any provision of this Agreement and any provision of any Intellectual Property Security Agreement, that provision of this Agreement will control.

5.8 [Reserved]

5.9 Other Matters.

(a) Each Grantor authorizes Collateral Agent to, at any time and from time to time, file appropriate financing statements, continuation statements, and amendments thereto that describe the Collateral as "all assets of the Debtor whether now owned or existing or hereafter acquired or arising and wherever located, including all accessions thereto and products and proceeds therefrom" of each Grantor, or words of similar effect, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and each Grantor shall furnish any such information to Collateral Agent promptly upon request. Any such financing statement, continuation statement, or amendment may be filed at any time in any appropriate jurisdiction.

(b) Each Grantor shall, at any time and from time and to time, take such steps as Collateral Agent (acting at the written direction of the Required Lenders) reasonably requests for Collateral Agent (i) to the extent required by Section 5.3, to use commercially reasonable

efforts to obtain an acknowledgement, in form and substance reasonably acceptable to Collateral Agent, of any bailee having possession of any of the Collateral, stating that the bailee holds such Collateral for Collateral Agent; (ii) to the extent required by this Agreement, to use commercially reasonable efforts to obtain "control" (as defined in the UCC) of any Letter-of-Credit Rights or Electronic Chattel Paper, with any agreements establishing control to be in form and substance reasonably acceptable to Collateral Agent (acting at the written direction of the Required Lenders); and (iii) to the extent required by this Agreement, otherwise to ensure the continued perfection and priority of Collateral Agent's security interest in any of the Collateral and of the preservation of its rights therein. If any Grantor at any time acquires a Commercial Tort Claim in excess of U.S.$250,000, then that Grantor shall promptly notify Collateral Agent thereof in writing, grant the Collateral Agent a security interest therein, and supplement Schedule 7, therein providing a reasonable description and summary thereof, and upon delivery thereof to Collateral Agent, that Grantor will thereby grant to Collateral Agent (and that Grantor hereby grants to Collateral Agent) a security interest and lien in and to that Commercial Tort Claim and all Proceeds thereof, all upon the terms of and governed by this Agreement.

(c) Without limiting the generality of the foregoing (but solely to the extent required by this Agreement), if any Grantor at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, then that Grantor shall promptly notify Collateral Agent thereof and, at the request of Collateral Agent (acting at the written direction of the Required Lenders), take such action as Collateral Agent reasonably requests (acting at the written direction of the Required Lenders) to vest in Collateral Agent "control" under Section 9-105 of the UCC of that Electronic Chattel Paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in that jurisdiction, of that transferable record.

5.10 Credit Agreement. Each Grantor that is not party to the Credit Agreement shall, and, if necessary, shall cause or enable each Borrower to, fully comply with each of the covenants and other agreements set forth in the Credit Agreement.

SECTION 6 REMEDIAL PROVISIONS.

6.1 Certain Matters Relating to Accounts.

(a) At any time and from time to time after the occurrence and during the continuance of an Event of Default, Collateral Agent may make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as Collateral Agent reasonably requires in connection with any such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, upon Collateral Agent's request and at Grantors' expense, each applicable Grantor shall cause independent public accountants or others satisfactory to Collateral Agent to furnish to Collateral Agent reports showing reconciliations, agings, and test verifications of, and trial balances for, the Accounts.

(b) Collateral Agent hereby authorizes each Grantor to collect that Grantor's Accounts, and Collateral Agent may curtail or terminate that authority at any time after the occurrence and during the continuance of an Event of Default. If required by Collateral Agent at any time after the occurrence and during the continuance of an Event of Default any payments of Accounts, when collected by any Grantor, (i) must be promptly (and, in any event, within two Business Days) deposited by that Grantor in the exact form received, duly endorsed by that Grantor to Collateral Agent if required, in a collateral account maintained under the sole dominion and control of Collateral Agent, subject to withdrawal by Collateral Agent for the benefit of the Secured Parties only as provided in Section 6.5; and (ii) until so turned over, will be held by that Grantor in trust for the Secured Parties, segregated from other funds of that Grantor. Each such deposit of Proceeds of Accounts must be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At any time and from time to time after the occurrence and during the continuance of an Event of Default, at Collateral Agent's request each Grantor shall deliver to Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including all original orders, invoices, and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable.

(a) Collateral Agent, in its own name or in the name of others, may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Accounts to verify with them to Collateral Agent's satisfaction the existence, amount, and terms of any Accounts.

(b) Upon the request of Collateral Agent at any time after the occurrence and during the continuance of an Event of Default each Grantor shall notify obligors on the Accounts that the Accounts have been assigned to Collateral Agent, for itself and the ratable benefit of the other Secured Parties, and that payments in respect thereof are to be made directly to Collateral Agent.

(c) Notwithstanding any provision of this Agreement to the contrary, each Grantor is and will remain liable in respect of each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party has or will have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor will any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance, or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

(d) For the purpose of enabling Collateral Agent to exercise rights and remedies under this Agreement effective after the occurrence and during the continuance of an

Event of Default each Grantor hereby grants to Collateral Agent, for itself and the ratable benefit of the other Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to that Grantor) to use, license, or sublicense any Intellectual Property now owned or hereafter acquired by that Grantor, and wherever any such Intellectual Property is located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. At any time after the occurrence and during the continuance of an Event of Default, Collateral Agent may refuse to allow Grantor to, and at its sole discretion Collateral Agent may, exercise quality control over the products and services offered under the applicable Trademark to prevent invalidation or abandonment

6.3 Investment Property.

(a) Unless an Event of Default has occurred and is continuing and Collateral Agent has given notice to the relevant Grantor of Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor will be permitted (i) to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent permitted in the Credit Agreement, and (ii) to exercise all voting and other rights with respect to the Investment Property. Notwithstanding the immediately preceding sentence, each Grantor shall not cast any vote or exercise any voting or other right that could reasonably be expected to impair the Collateral or that would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement, or any other Loan Document.

(b) If an Event of Default occurs and is continuing, then (i) Collateral Agent will have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in accordance with Section 6.5; (ii) Collateral Agent will have the right to cause any or all of the Investment Property to be registered in the name of Collateral Agent or its nominee; and (iii) Collateral Agent or its nominee may exercise (A) all voting and other rights pertaining to the Investment Property at any meeting of holders of the Equity Interests of the relevant Issuer or Issuers or otherwise (or by written consent), and (B) any and all rights of conversion, exchange, and subscription and any other rights, privileges, or options pertaining to the Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization, or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or Collateral Agent of any right, privilege, or option pertaining to the Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar, or other designated agency upon such terms and conditions as Collateral Agent determines (acting at the written direction of the Required Lenders)), all without liability except to account for property actually received by it, but Collateral Agent will not have any duty to any Grantor to exercise any such right, privilege, or option and will not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by that Grantor under this Agreement to, and each such Issuer

hereby agrees to promptly comply with any instruction received by that Issuer from Collateral Agent in writing that (i) states that an Event of Default has occurred and is continuing, and (ii) is otherwise in accordance with the terms of this Agreement, without any other or further instructions or consent of that Grantor, including, without limitation, instructions as to the transfer of other disposition of that Investment Property, to pay and remit to Collateral Agent or its nominee all dividends, distributions, and other amounts payable to that Grantor in respect of that Investment Property (upon redemption of that Investment Property, dissolution of that Issuer, or otherwise), and to transfer to, and register that Investment Property in the name of, Collateral Agent or its nominee or transferee. Each Grantor acknowledges that each Issuer will be fully protected in so complying with any such instructions made in accordance with the terms and conditions of this Agreement.

6.4 Proceeds to be Turned over to Collateral Agent. In addition to the rights of Collateral Agent specified in Section 6.1 with respect to payments of Accounts, if an Event of Default occurs and is continuing, then each Grantor shall hold all Proceeds received by that Grantor consisting of cash, checks, and other cash equivalent items in trust for the Secured Parties, segregated from other funds of that Grantor, and shall (unless Collateral Agent provides express written notice to the contrary) promptly upon receipt by that Grantor, turn over all such Proceeds to Collateral Agent in the exact form received by that Grantor (duly endorsed by that Grantor to Collateral Agent, if required). All Proceeds received by Collateral Agent under this Agreement will be held by Collateral Agent in a collateral account maintained under its sole dominion and control. All Proceeds, while held by Collateral Agent in any collateral account (or by any Grantor in trust for the Secured Parties) established pursuant to this Agreement, will continue to be held as collateral security for the Secured Obligations and will not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. If an Event of Default occurs and is continuing, then Collateral Agent shall apply all or any part of Proceeds from the sale of, or other realization upon, all or any part of the Collateral in accordance with the Credit Agreement.

6.6 Code and Other Remedies. If an Event of Default occurs and is continuing, then Collateral Agent, for itself on behalf of the other Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement, or notice of any kind (except any advertisement or notice expressly required by law, the Credit Agreement, or any other Loan Document) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements, and notices are hereby waived, except to the extent expressly required by law, the Credit Agreement or any other Loan Document), may in such circumstances collect, receive, appropriate, and realize upon the Collateral, or any part thereof, and/or may sell, lease, assign, give options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board, or office of any Secured Party, or elsewhere upon any terms and conditions as it deems advisable and at any prices as it deems best, for cash or on credit or for future delivery with assumption of any credit risk. Each Secured Party will have the right upon any such public sale

or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor shall, at Collateral Agent's request, assemble the Collateral and make it available to Collateral Agent at places that Collateral Agent reasonably selects, whether at that Grantor's premises or elsewhere. Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable out-of-pocket costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights the Secured Parties under this Agreement, including Attorney Costs, to the payment in whole or in part of the Secured Obligations, in accordance with Section 6.5, and only after that application and after the payment by Collateral Agent of any other amount required by any provision of law, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it has or acquires against any Secured Party arising out of the exercise by them of any rights under this Agreement. If any notice of a proposed sale or other disposition of Collateral is required by law, then that notice will be deemed reasonable and proper if given at least 10 days before that sale or other disposition.

6.7 Sales of Pledged Equity.

(a) Each Grantor recognizes that Collateral Agent might be unable to effect a public sale of any or all the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and might be compelled to resort to one or more private sales thereof to a restricted group of purchasers that will be obliged to agree, among other things, to acquire those securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale might result in prices and other terms less favorable than if that sale were a public sale and, notwithstanding those circumstances, each Grantor agrees that any such private sale will be deemed to have been made in a commercially reasonable manner. Collateral Agent will be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register the applicable securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if that Issuer would agree to do so.

(b) Each Grantor shall use commercially reasonable efforts to do or cause to be done all such other acts as are reasonably necessary to make any such sale or sales of all or any portion of the Pledged Equity pursuant to this Section 6.7 valid and binding and in compliance with applicable law. Each Grantor acknowledges that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Secured Parties, that the Secured Parties have no adequate remedy at law in respect of any such breach, and, as a consequence, that each and every covenant contained in this Section 6.7 is and will be specifically enforceable against that Grantor, and each Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of any such covenants except for a defense that no Event of Default has occurred and is continuing under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges that it has or acquires under Section 9-626 of the UCC to the extent permitted by

applicable law. Each Grantor will remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations in full and the fees and disbursements of any attorneys employed by Collateral Agent or any Secured Party to collect any such deficiency.

SECTION 7 COLLATERAL AGENT.

7.1 Collateral Agent's Appointment as Attorney-in-Fact; IRREVOCABLE PROXY, etc.

(a) Subject to Section 7.1(d), each Grantor hereby irrevocably constitutes and appoints Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of that Grantor and in the name of that Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which are necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives Collateral Agent the power and right, on behalf of and at the expense of that Grantor, without notice to or assent by that Grantor, to do any or all of the following:

(i) in the name of that Grantor or its own name, or otherwise, take possession of and endorse and collect any checks, drafts, notes, acceptances, or other instruments for the payment of moneys due under any Account or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Collateral Agent for the purpose of collecting any and all such moneys due under any Account or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Collateral Agent requests to evidence Collateral Agent's security interest in that Intellectual Property and the goodwill and general intangibles of that Grantor relating thereto or represented thereby;

(iii) discharge Liens levied or placed on or threatened against the Collateral, and effect any repairs or insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any endorsements, assignments, or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Collateral Agent or as Collateral Agent directs; (B) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims, and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse

receipts, drafts against debtors, assignments, verifications, notices, and other documents in connection with any of the Collateral; (D) commence and prosecute any suits, actions, or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (E) defend any suit, action, or proceeding brought against that Grantor with respect to any Collateral; (F) settle, compromise, or adjust any such suit, action, or proceeding and, in connection therewith, give any discharges or releases as Collateral Agent deems appropriate; (G) assign any Copyright, Patent, or Trademark, throughout the world for any terms, on any conditions, and in any manner, as Collateral Agent in its sole discretion determines; (H) vote any right or interest with respect to any Investment Property; (I) order good standing certificates and conduct lien searches in respect of such jurisdictions or offices as Collateral Agent deems appropriate; and (J) generally sell, transfer, pledge, and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes (including, without limitation, to exercise any and all rights and remedies hereunder and under any other Loan Documents and under the UCC or any other applicable law), and do, at Collateral Agent's option and that Grantor's expense, at any time, or from time to time, all acts and things which Collateral Agent deems necessary to protect, preserve, or realize upon the Collateral and Collateral Agent's security interests therein and to effect the intent of this Agreement, all as fully and effectively as that Grantor might do.

(b) Subject to Section 7.1(d), each Grantor hereby irrevocably designates and appoints Collateral Agent as its true and lawful proxy, until Payment in Full of the Secured Obligations and effective after the occurrence and during the continuance of an Event of Default, with full power of substitution, for and in its name, place, and stead to vote any and all Investment Property owned or held by that Grantor or standing in its name and to do all things which any Grantor might do if present and acting itself. Once exercised by Collateral Agent, the right to vote granted pursuant to this proxy will be exclusive to Collateral Agent and no Grantor will thereafter be entitled to exercise any right to vote in respect of any Investment Property.

(c) **The proxy and powers granted by Grantors pursuant to this Section 7.1 are IRREVOCABLE and coupled with an interest (including but not limited to the Credit Agreement and this Agreement) and are given to secure the obligations under the Credit Agreement and this Agreement. The appointment of Collateral Agent as proxy and attorney-in-fact is valid and IRREVOCABLE as provided in this Agreement notwithstanding any limitations to the contrary set forth in the organizational documents or governing documents of each Grantor or the applicable law of the state of organization of each Grantor.**

(d) Notwithstanding any provision of this Section 7.1 to the contrary, Collateral Agent agrees that it will not exercise any rights under the power of attorney or the irrevocable proxy provided for in this Section 7.1 unless an Event of Default has occurred and is continuing.

(e) If any Grantor fails to perform or comply with any of its agreements contained in this Agreement, Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(f) Each Grantor hereby ratifies all that any such attorney lawfully (in accordance with applicable law) does or causes to be done by virtue of that authority. All powers, proxies, authorizations, and agencies contained in this Agreement are coupled with an interest and are given to secure the Secured Obligations and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Collateral Agent. Collateral Agent's sole duty with respect to the custody, safekeeping, and physical preservation of the Collateral in its possession will be to deal with it in the same manner as Collateral Agent deals with similar property for its own account. Neither Collateral Agent nor any of its respective officers, directors, employees, or agents will be liable for any failure to demand, collect, or realize upon any of the Collateral or for any delay in doing so or will be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on Collateral Agent under this Agreement are solely to protect the Secured Parties' interests in the Collateral and do not and will not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties will be accountable only for amounts that they actually receive as a result of the exercise of any such powers, and neither they nor any of their officers, directors, employees, or agents will be responsible to any Grantor for any act or failure to act under this Agreement.

7.3 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of Collateral Agent under this Agreement with respect to any action taken by Collateral Agent or the exercise or non-exercise by Collateral Agent of any option, voting right, request, judgment, or other right or remedy provided for in this Agreement or resulting or arising out of this Agreement will, as between Collateral Agent and the Lenders, be governed by the Credit Agreement and by other agreements with respect thereto as exist from time to time among them, but, as between Collateral Agent and Grantors, Collateral Agent will be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor will be under any obligation, or entitlement, to make any inquiry respecting that authority.

Whenever reference is made in this Agreement to any action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgement, expression or satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be acting, giving, withholding, suffering, omitting, taking or otherwise undertaking and exercising the same (or shall not be undertaking and exercising the same) as directed in accordance with the instructions of the Required Lenders. This provision is intended solely for the benefit if the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

SECTION 8 MISCELLANEOUS.

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented, or otherwise modified except in accordance with Section 15.1 of the Credit Agreement.

8.2 Notices. All notices, requests, and demands to or upon any Agent or any Grantor under this Agreement must be addressed to Borrower Representative and effected in the manner provided for in Section 15.3 of the Credit Agreement and each Grantor hereby appoints Borrower Representative as its agent to receive notices under this Agreement.

8.3 **INDEMNIFICATION BY GRANTORS. Each Grantor agrees to indemnify each Lender and each of the officers, directors, employees, Affiliates, agents, and Approved Funds of each Agent and each Lender (each, a "Lender Party") as set forth in and subject to the limitations contained in Section 15.17 of the Credit Agreement**.

8.4 Enforcement Expenses. Each Grantor agrees to pay all costs and expenses of the Secured Parties as set forth in and subject to the limitations contained in Section 15.5 of the Credit Agreement.

8.5 Captions. Section captions used in this Agreement are for convenience only and do not affect the construction of this Agreement.

8.6 Nature of Remedies. All Secured Obligations of each Grantor and rights of the Secured Parties expressed in this Agreement or in any other Loan Document are in addition to and not in limitation of those provided by applicable law. No failure to exercise and no delay in exercising, on the part of any Secured Party, any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

8.8 Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required under this Agreement will not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required under this Agreement. All obligations of the Grantors and rights of Secured Parties expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law.

8.9 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties to this Agreement and supersedes all prior or contemporaneous agreements and understandings of those Persons, verbal

or written, relating to the subject matter hereof and thereof and any prior arrangements made with respect to the payment by any Grantor of (or any indemnification for) any reasonable out-of-pocket fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of any Agent or the Lenders.

8.10 Successors; Assigns. This Agreement is binding upon Grantors and each Agent and their respective successors and assigns and will inure to the benefit of Grantors, the Secured Parties, and the successors and assigns of the Secured Parties. No other Person is or will be a direct or indirect legal beneficiary of, or has or will have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Grantor may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of the Agents.

8.11 **GOVERNING LAW. This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law)**.

8.12 **FORUM SELECTION; CONSENT TO JURISDICTION. Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document, will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court for the Southern District of New York, but nothing in this Agreement will be deemed or operate to preclude any Agent from bringing suit or taking other legal action in any other jurisdiction. Each Grantor hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York for the purpose of any such litigation as set forth above. Each Grantor further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Grantor hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum**.

8.13 **WAIVER OF JURY TRIAL. EACH GRANTOR AND EACH AGENT HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, AND ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MIGHT IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

8.14 Set-off. Each Grantor agrees that each Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Grantor agrees that at any time any Event of Default exists, each Agent and each Lender may apply to the

payment of any Secured Obligations, whether or not then due, any and all balances, credits, deposits, accounts, or moneys of that Grantor then or thereafter with that Agent or that Lender.

8.15 Acknowledgements. Each Grantor hereby acknowledges the following:

(a) that it has been advised by counsel in the negotiation, execution, and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) that no Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and that the relationship between Grantors, on the one hand, and the Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) that no joint venture is created by this Agreement or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby or thereby among Grantors and the Secured Parties.

8.16 Additional Grantors. Each Loan Party that is required to become a party to this Agreement pursuant to Section 10.9 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by that Loan Party of a joinder agreement in the form of Exhibit A.

8.17 Releases.

(a) Upon Payment in Full of the Secured Obligations, the Collateral will be released from the Liens created by this Agreement and this Agreement and all obligations (other than those expressly stated to survive any such termination) of each Agent and each Grantor under this Agreement will terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral will revert to Grantors. At the request and sole expense of any Grantor following any such termination, Collateral Agent shall deliver to Grantors any Collateral held by Collateral Agent under this Agreement and execute and deliver to Grantors any such documents as Grantors reasonably request to evidence that termination.

(b) If any of the Collateral is sold, transferred, or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then Collateral Agent, at the request and sole expense of that Grantor, shall execute and deliver to that Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created by this Agreement on that Collateral. At the request and sole expense of Borrowers, a Guarantor will be released from its obligations under this Agreement if all the Equity Interests of that Guarantor are sold, transferred, or otherwise disposed of in a transaction permitted by the Credit Agreement, so long as Borrowers have delivered to Collateral Agent, with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by Borrower Representative on behalf of each Borrower stating that the transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.18 Obligations and Liens Absolute and Unconditional. Each Grantor understands and agrees that the obligations of each Grantor under this Agreement are, and are to be construed as, continuing, absolute, and unconditional without regard to any of the following: (a) the validity or enforceability of any Loan Document, any of the Secured Obligations, or any other collateral security therefor or guaranty or right of offset with respect thereto at any time or from time to time held by any Secured Party; (b) any defense, set-off, or counterclaim (other than a defense of payment or performance) that is available to or can be asserted by any Grantor or any other Person against any Secured Party; or (c) any other circumstance whatsoever (with or without notice to or knowledge of any Grantor) that constitutes, or might be construed to constitute, an equitable or legal discharge of any Grantor for the Secured Obligations, in bankruptcy or in any other instance. When making any demand under this Agreement or otherwise pursuing its rights and remedies under this Agreement against any Grantor, any Agent may, but will be under no obligation to, make a similar demand on or otherwise pursue any such rights and remedies as it might have against any other Grantor or any other Person or against any collateral security or guaranty for the Secured Obligations or any right of offset with respect thereto, and any failure by any Secured Party to make any such demand, to pursue any such other rights or remedies, or to collect any payments from any other Grantor or any other Person or to realize upon any such collateral security or guaranty or to exercise any such right of offset, or any release of any other Grantor or any other Person or any such collateral security, guaranty or right of offset, will not relieve any Grantor of any obligation or liability under this Agreement and will not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of any Secured Party against any Grantor. For the purposes of this Section 8.18, "demand" includes the commencement and continuance of any legal proceedings.

8.19 Reinstatement. This Agreement will remain in full force and effect and continue to be effective if any petition is filed by or against any Grantor or any Issuer for liquidation or reorganization, if any Grantor or any Issuer becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver or trustee is appointed for all or any significant part of any Grantor's or any Issuer's assets. This Agreement will continue to be effective or be reinstated, as applicable, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though that payment or performance had not been made. If any payment, or any part thereof, is rescinded, reduced, restored, or returned, then the Secured Obligations will be reinstated and deemed reduced only by the amount paid and not so rescinded, reduced, restored, or returned.

8.20 Mexican Collateral. Notwithstanding anything herein to the contrary, (x) solely with respect to the assets of the Mexican Subsidiaries, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Mexican Loan Documents, and (y) no Grantor that is a Mexican Subsidiary shall be required to deliver Schedules to this Agreement. All representations and warranties and covenants herein with respect to the assets of the Mexican Subsidiaries or the Collateral of the Mexican Subsidiaries, including without limitation Section 4.2, shall be deemed to include all actions and agreements taken under the Mexican Loan Documents. Solely with respect to the Mexican Subsidiaries, in the event of any conflict between the terms of the Mexican Loan Documents and this Agreement, the terms of the

Mexican Loan Documents solely with respect to the Mexican Subsidiaries shall govern and control.

8.21 Reference Subordination Agreement. Notwithstanding any provision to the contrary contained herein, all terms and provisions of this Agreement are subject to the terms of the Reference Subordination Agreement. In the event of any conflict between the terms of this Agreement (other than Section 3) and the Reference Subordination Agreement, the terms of the Reference Subordination Agreement shall govern. Any reference in this Agreement to a "first priority Lien" or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of the First Lien Agent (as defined in the Reference Subordination Agreement) under the Collateral Documents (as defined in the Senior Credit Facility Documentation). To the extent that any original certificate, promissory note, chattel paper or instrument is required pursuant to the terms of this Agreement to be delivered to the Collateral Agent, so long as the Reference Subordination Agreement is in effect, delivery of such original certificates, promissory notes, chattel paper, or instruments to the First Lien Agent (as defined in the Reference Subordination Agreement) shall be deemed to satisfy such requirement.

[Signature pages follow]

The parties are signing this Guaranty and Collateral Agreement as of the date stated in the introductory clause.

AGILETHOUGHT, INC.

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

4TH SOURCE, LLC

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

AN GLOBAL, LLC

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

AGS ALPAMA GLOBAL SERVICES MEXICO, S.A. DE C.V.

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

AGS ALPAMA GLOBAL SERVICES USA, LLC

By: QMX INVESTMENT HOLDINGS USA, INC., Member

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

IT GLOBAL HOLDING LLC

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

AN DATA INTELLIGENCE, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

ANZEN SOLUCIONES, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

QMX INVESTMENT HOLDINGS USA, INC

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Treasurer

AGILETHOUGHT SERVICIOS MÉXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AN UX, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

FAKTOS INC, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

FACULTAS ANALYTICS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

ENTREPIDS MEXICO, S.A. DE C.V.

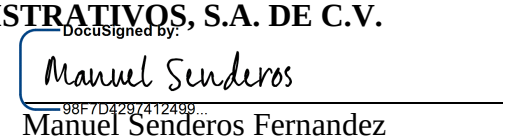
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AN USA

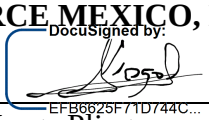
By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.

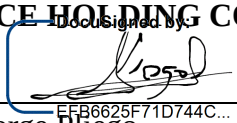
By: 
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: 
Name: Jorge Pliego
Title: Attorney-in-fact

4TH SOURCE MEXICO, LLC

By: 
Name: Jorge Pliego
Title: Chief Financial Officer

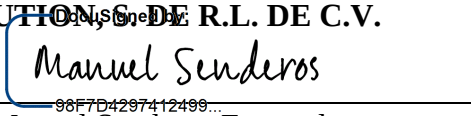
4TH SOURCE HOLDING CORP.

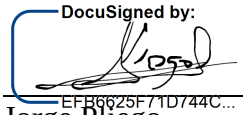
By: 
Name: Jorge Pliego
Title: Chief Financial Officer

ENTREPIDS TECHNOLOGY INC.

By: 
Name: Jorge Pliego
Title: Chief Financial Officer

AN EVOLUTION S. DE R.L. DE C.V.

By: 
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: 
Name: Jorge Pliego
Title: Attorney-in-fact

CUARTO ORIGEN, S. DE R.L. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412498...
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Attorney-in-fact

AGILETHOUGHT, LLC

By: DocuSigned by: EFB6625F71D744C...
Name: Jorge Pliego
Title: Chief Financial Officer

GLAS USA LLC, as Administrative Agent

By: _____
Name: LISHA JOHN
Title: VICE PRESIDENT

GLAS AMERICAS LLC, as Collateral Agent

By: _____
Name: LISHA JOHN
Title: VICE PRESIDENT

EXHIBIT 25

Amendment No. 2 to the Prepetition 2L Financing Agreement

Execution Version

AMENDMENT No. 2 TO CREDIT AGREEMENT

This AMENDMENT No. 2 TO THE CREDIT AGREEMENT (this "Amendment"), dated as of March 30, 2022, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent," and together with the Administrative Agent, the "Agents" and each, an "Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers and Holdings Companies now desire that the Administrative Agent and the Lenders agree to make certain amendments to the Credit Agreement; and

WHEREAS, the Administrative Agent and the Lenders have agreed to do so, but only on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Amendments to Credit Agreement. Amendment is entered into in accordance with Section 15.1 of the Credit Agreement and constitutes an integral part of the Credit Agreement. Except as amended by this Amendment, the provisions of the Credit Agreement are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2 Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement (as amended by this Amendment) are used herein as therein defined, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement shall apply *mutatis mutandis* to this Amendment.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

Section 2.1 Amendments to Credit Agreement. Effective as of the Amendment No. 2 Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

(a) Section 11.12.1 of the Credit Agreement is hereby amended by deleting the chart contained therein and replacing it with the following chart:

Computation Period Ending	Fixed Charge Coverage Ratio
December 31, 2021	0.20:1.00
March 31, 2022	Not tested
June 30, 2022	0.20:1.00
September 30, 2022	0.20:1.00
December 31, 2022 and each Computation Period ending thereafter	1.00:1.00

(b) Section 11.12.2 of the Credit Agreement is hereby amended by deleting the chart contained therein and replacing it with the following chart:

Computation Period Ending	Total Leverage Ratio
December 31, 2021	22.00:1.00
March 31, 2022	19.15:1.00
June 30, 2022 and each Computation Period ending thereafter	10.00:1.00

ARTICLE III

CONDITIONS TO EFFECTIVENESS

Section 3.1 Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective upon the satisfaction of each of the following conditions (the date on which all such conditions precedent have been satisfied, the "Amendment No. 2 Effective Date"):

(a) The Administrative Agent and the Lenders shall have received a copy of this Amendment signed by the Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders;

(b) Lenders shall have received a fully executed copy of the Twelfth Amendment to the Senior Credit Facility, dated as of the date of this Amendment, amending the Senior Credit Facility in form and substance satisfactory to the Lenders.

(c) The Borrower shall have paid all accrued and unpaid fees, costs and expenses incurred prior to or on the Amendment No. 2 Effective Date, including all Attorney Costs of the Administrative Agent and the Lenders incurred prior to or on the Amendment No. 2 Effective Date; and

(d) All representations and warranties set forth in Article IV hereof are true and correct.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties. To induce the Administrative Agent and the Lenders to execute this Amendment, each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(a) the execution, delivery and performance of this Amendment by the Loan Parties has been duly authorized, and this Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as the enforceability may be limited by bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity;

(b) the execution, delivery and performance of this Amendment by each Loan Party does not require any consent or approval of any governmental agency or authority (other than (i) any consent or approval which has been obtained and is in full force and effect, or (ii) where the failure to obtain such consent would not reasonably be expected to result in a Material Adverse Effect);

(c) after giving effect to this Amendment and the transactions contemplated hereby, each of the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which case that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(d) after giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing or would result from the execution and effectiveness of this Amendment.

ARTICLE V

RATIFICATION AND REAFFIRMATION

Section 5.1 Ratification and Reaffirmation. Each Loan Party hereby ratifies and confirms the Credit Agreement and each other Loan Document to which it is a party, each of which shall remain in full force and effect according to their respective terms, as amended

hereby. In connection with the execution and delivery of this Amendment and the other Loan Documents delivered herewith, each Loan Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, obligor or in other similar capacities in which such Loan Party grants liens or security interests in its properties or otherwise acts as an accommodation party, guarantor, obligor or indemnitor or in such other similar capacities, as the case may be, in any case under any Loan Documents, hereby (a) ratifies, reaffirms, confirms and continues all of its payment and performance and other obligations, including obligations to indemnify, guarantee, act as surety, or as principal obligor, in each case contingent or otherwise, under each of such Loan Documents to which it is a party, (b) ratifies, reaffirms, confirms and continues its grant of liens on, or security interests in, and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and (c) confirms and agrees that such liens and security interests secure all of the Obligations. Each Loan Party hereby consents to the terms and conditions of the Credit Agreement, as amended hereby. Each Loan Party acknowledges (i) that each of the Loan Documents to which it is a party remains in full force and effect, (ii) that each of the Loan Documents to which it is a party is hereby ratified, continued and confirmed, (iii) that any and all obligations of such Loan Party under any one or more such documents to which it is a party is hereby ratified, continued and reaffirmed, and (iv) that, to such Loan Party's knowledge, there exists no offset, counterclaim, deduction or defense to any obligations described in this Section 5. This Amendment shall not constitute a course of dealing with the Administrative Agent, the Collateral Agent or the Lenders at variance with the Credit Agreement or the other Loan Documents such as to require further notice by the Administrative Agent, the Collateral Agent or the Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Signatures; Effect of Amendment. By executing this Amendment, each of the Loan Parties is deemed to have executed the Credit Agreement, as amended hereby, as a Borrower and a Loan Party (or, in the case of the Intermediate Holdings and the Guarantors, solely as a Loan Party). All such Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders acknowledge and agree that (a) nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed, and (b) other than as expressly set forth herein, the obligations under the Credit Agreement and the guarantees, pledges and grants of security interests created under or pursuant to the Credit Agreement and the other Loan Documents continue in full force and effect in accordance with their respective terms and the Collateral secures and shall continue to secure the Loan Parties' obligations under the Credit Agreement (as amended hereby) and any other obligations and liabilities provided for under the Loan Documents. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Administrative Agent, the Collateral Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a novation of any

of the Obligations under the Credit Agreement or obligations under the Loan Documents. This Amendment does not extinguish the indebtedness or liabilities outstanding in connection with the Credit Agreement or any of the other Loan Documents. No delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 15.1 of the Credit Agreement.

Section 6.2 Counterparts. This Amendment may be executed electronically and in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

Section 6.3 Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

Section 6.4 Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

Section 6.5 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

Section 6.6 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Credit Agreement, or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as may be further amended, modified, restated, supplemented or extended from time to time.

Section 6.7 Governing Law. THIS AMENDMENT IS A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 6.8 Payment of Costs and Expenses. Each Loan Party, jointly and severally, agree pursuant to the terms of Section 15.5 of the Credit Agreement, to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Lenders incurred in connection with the transactions contemplated hereby (including Attorney Costs and Taxes) in connection with the preparation, execution and delivery of this Amendment and the other Loan Documents.

Section 6.9 Administrative Agent and Collateral Agent Instruction. Each Lender party hereto, through its execution of this Amendment, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Amendment.

[Signatures Immediately Follow]

The parties are signing this Amendment No. 2 to Credit Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),
a Delaware corporation

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE, LLC,
a Delaware limited liability company

DocuSigned by:
By: carolyne cesar
C6005B112CAE45F...
Name: Carolyn Cesar
Title: US CFO

IT GLOBAL HOLDING LLC,
a Delaware limited liability company

DocuSigned by:
By: carolyne cesar
C6005B112CAE45F...
Name: Carolyn Cesar
Title: Secretary

AN GLOBAL LLC,
a Delaware limited liability company

DocuSigned by:
By: carolyne cesar
C6005B112CAE45F...
Name: Carolyn Cesar
Title: Secretary

QMX INVESTMENT HOLDINGS USA, INC., a Delaware Corporation

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware corporation

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyn Cesar
Title: Secretary

FACULTAS ANALYTICS, S.A.P.I. DE C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

GUARANTORS:

FAKTOS INC, S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

CUARTO ORIGEN, S. DE R.L. DE C.V.,
a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company
By: 4TH SOURCE LLC, Member

DocuSigned by:
By: carolyne cesar
C0005B112CAE45F...
Name: Carolyn Cesar
Title: US CFO

GUARANTORS:

AGS ALPAMA GLOBAL SERVICES MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

ENTREPIDS TECHNOLOGY, INC.,
a Delaware corporation

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

ENTREPIDS MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

GUARANTORS

AGS ALPAMA GLOBAL SERVICES USA, LLC, a Delaware limited liability company
By: QMX INVESTMENT HOLDINGS USA, Inc., Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN UX, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AN EVOLUTION, S. de R.L. de C.V., a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

GUARANTORS:

ANZEN SOLUCIONES, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AN DATA INTELLIGENCE, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AN USA,
a California corporation

By: DocuSigned by: carolyne cesar C0005B112CAE45F...
Name: Carolyn Cesar
Title: Secretary

AGILETHOUGHT SERVICIOS MÉXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AGILETHOUGHT LLC,
a Delaware limited liability company

By: DocuSigned by: carolyne cesar C0005B112CAE45F...
Name: Carolyn Cesar
Title: CFO

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney-in-Fact

By:_____
Name: Manuel Ramos
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorny-in-Fact

By:_____
Name: Manuel Ramos
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

EXHIBIT 26

Amendment No. 3 to the Prepetition 2L Financing Agreement

Execution Version

AMENDMENT No. 3 TO CREDIT AGREEMENT

This AMENDMENT No. 3 TO THE CREDIT AGREEMENT (this "Amendment"), dated as of May 27, 2022, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent," and together with the Administrative Agent, the "Agents" and each, an "Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of November 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, on the date hereof, AN Global LLC, as borrower, the other Loan Parties party thereto as guarantors, the lenders party thereto, Blue Torch Finance LLC, as collateral agent and Blue Torch Finance LLC, as administrative agent, entered into a Financing Agreement, providing for the extension of a $55,000,000 term loan facility and a $3,000,000 revolving facility (the "New First Lien Credit Agreement");

WHEREAS, in connection with the New First Lien Credit Agreement, the Borrowers and Holdings Companies now desire that the Administrative Agent and the Lenders agree to make certain amendments to the Credit Agreement;

WHEREAS, the Administrative Agent and the Lenders have agreed to do so, but only on the terms and conditions set forth herein; and

WHEREAS, the Lenders party hereto are all of the Lenders under the Credit Agreement as of the date hereof.

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Amendments to Credit Agreement. Amendment is entered into in accordance with Section 15.1 of the Credit Agreement and constitutes an integral part of the Credit Agreement. Except as amended by this Amendment, the provisions of the Credit Agreement are in all respects ratified and confirmed and shall remain in full force and effect

Section 1.2 Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement (as amended by this Amendment) are used herein as therein defined, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement shall apply *mutatis mutandis* to this Amendment.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

Section 2.1 Amendments to Credit Agreement. Effective as of the Amendment No. 3 Effective Date (as defined below), the Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein.

ARTICLE III

RELEASE OF MEXICAN COLLATERAL DOCUMENTS

Section 3.1 Release of Mexican Collateral Documents. Effective as of the Amendment No. 3 Effective Date, the Lenders hereby agree that:

(a) (i) the Mexican Loan Documents will terminate automatically and without further action (other than such actions as may be required to effectuate, or reflect in public or private record, the termination and release of such Mexican Loan Documents, as further described below), except only those provisions that are expressly specified in the Mexican Loan Documents as surviving that respective agreement's termination. Such provisions shall survive without prejudice and remain in full force and effect;

(b) they will promptly execute and deliver such other termination statements and lien releases as the Loan Parties may reasonably request to further evidence, effect or reflect on public record the release of any security interests, pledges, mortgages, liens and other encumbrances granted to the Lenders pursuant to the Mexican Loan Documents;

(c) they will promptly terminate each financing statement existing under the Uniform Commercial Code pursuant to the Guaranty and Collateral Agreement as in effect on the date hereof (prior to giving effect to any amendment thereto on the date hereof); and

(d) they will promptly execute and deliver termination notices in relation to each Control Agreement executed pursuant to the terms of the Guaranty and Collateral Agreement as in effect on the date hereof (prior to giving effect to any amendment thereto on the date hereof).

Section 3.2 Release of Mexican Loan Parties. Effective as of the Amendment No. 3 Effective Date, the Lenders hereby agree that the obligations of Agilethought Mexico, S.A. de C.V., Agilethought Digital Solutions S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., Faktos Inc, S.A.P.I. de C.V., Cuarto Origen, S. de R.L. de C.V., Ags Alpama Global Services Mexico, S.A. de C.V., Entrepids Mexico, S.A. de C.V., An Ux, S.A. de C.V., An Data Intelligence, S.A. de C.V., Anzen Soluciones, S.A. de C.V., Agilethought Servicios México, S.A. de C.V., and Agilethought Servicios Administrativos, S.A. de C.V. under the Loan Documents shall be automatically terminated and of no further force and effect (other than those obligations that expressly survive the termination thereof).

ARTICLE IV

CONDITIONS TO EFFECTIVENESS

Section 4.1 Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective upon the satisfaction of each of the following conditions (the date on which all such conditions precedent have been satisfied, the "Amendment No. 3 Effective Date"):

(a) The Administrative Agent and the Lenders shall have received a copy of this Amendment signed by the Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders;

(b) The Administrative Agent and the Lenders shall have received a fully executed copy of an amendment and restatement of the Guaranty and Collateral Agreement in form and substance satisfactory to the Agents and the Lenders (the "Amended and Restated Guaranty and Collateral Agreement");

(c) The outstanding principal amount of, and interest on, all loans under the Amended and Restated Credit Agreement, dated as of July 18, 2019 among IT Global Holding LLC, 4th Source LLC, Agilethought, LLC, AN Extend, S.A. de C.V., AN Evolutions S. de R.L. de C.V., as borrowers, the holding companies party thereto, the guarantors party thereto, the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative agent, shall have been paid in full with proceeds of the New First Lien Credit Agreement;

(d) The Effective Date (as defined in the New First Lien Credit Agreement) shall have occurred;

(e) The Administrative Agent has received evidence of payment by the Borrowers of all accrued and unpaid fees, costs, and expenses to the extent then due and payable on the Amendment No. 3 Effective Date (including, without limitation, fees under the Agents Fee Letter), together with all Attorney Costs of Administrative Agent and the Lenders, plus all additional amounts of Attorney Costs that constitute Administrative Agent's and Lender’s

reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent and the Lenders through the closing proceedings (but no such estimate will preclude a final settling of accounts between Borrowers and Administrative Agent and between Borrowers and the Lenders in respect of those Attorney Costs); and

(f) All representations and warranties set forth in Article V hereof are true and correct.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties. To induce the Administrative Agent and the Lenders to execute this Amendment, each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(a) the execution, delivery and performance of this Amendment by the Loan Parties has been duly authorized, and this Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as the enforceability may be limited by bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity;

(b) the execution, delivery and performance of this Amendment by each Loan Party does not require any consent or approval of any governmental agency or authority (other than (i) any consent or approval which has been obtained and is in full force and effect, or (ii) where the failure to obtain such consent would not reasonably be expected to result in a Material Adverse Effect);

(c) after giving effect to this Amendment and the transactions contemplated hereby, each of the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which case that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(d) after giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing or would result from the execution and effectiveness of this Amendment.

ARTICLE VI

RATIFICATION AND REAFFIRMATION

Section 6.1 Ratification and Reaffirmation. Each Loan Party hereby ratifies and confirms the Credit Agreement and each other Loan Document to which it is a party, each of which shall remain in full force and effect according to their respective terms, as amended

hereby. In connection with the execution and delivery of this Amendment and the other Loan Documents delivered herewith, each Loan Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, obligor or in other similar capacities in which such Loan Party grants liens or security interests in its properties or otherwise acts as an accommodation party, guarantor, obligor or indemnitor or in such other similar capacities, as the case may be, in any case under any Loan Documents, hereby (a) ratifies, reaffirms, confirms and continues all of its payment and performance and other obligations, including obligations to indemnify, guarantee, act as surety, or as principal obligor, in each case contingent or otherwise, under each of such Loan Documents to which it is a party, (b) ratifies, reaffirms, confirms and continues its grant of liens on, or security interests in, and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and (c) confirms and agrees that such liens and security interests secure all of the Obligations. Each Loan Party hereby consents to the terms and conditions of the Credit Agreement, as amended hereby. Each Loan Party acknowledges (i) that each of the Loan Documents to which it is a party remains in full force and effect, (ii) that each of the Loan Documents to which it is a party is hereby ratified, continued and confirmed, (iii) that any and all obligations of such Loan Party under any one or more such documents to which it is a party is hereby ratified, continued and reaffirmed, and (iv) that, to such Loan Party's knowledge, there exists no offset, counterclaim, deduction or defense to any obligations described in this Section 5. This Amendment shall not constitute a course of dealing with the Administrative Agent, the Collateral Agent or the Lenders at variance with the Credit Agreement or the other Loan Documents such as to require further notice by the Administrative Agent, the Collateral Agent or the Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Signatures; Effect of Amendment. By executing this Amendment, each of the Loan Parties is deemed to have executed the Credit Agreement, as amended hereby, as a Borrower and a Loan Party (or, in the case of the Intermediate Holdings and the Guarantors, solely as a Loan Party). All such Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders acknowledge and agree that (a) nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed, and (b) other than as expressly set forth herein, the obligations under the Credit Agreement and the guarantees, pledges and grants of security interests created under or pursuant to the Credit Agreement and the other Loan Documents continue in full force and effect in accordance with their respective terms and the Collateral secures and shall continue to secure the Loan Parties' obligations under the Credit Agreement (as amended hereby) and any other obligations and liabilities provided for under the Loan Documents. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Administrative Agent, the Collateral Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a novation of any

of the Obligations under the Credit Agreement or obligations under the Loan Documents. This Amendment does not extinguish the indebtedness or liabilities outstanding in connection with the Credit Agreement or any of the other Loan Documents. No delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 15.1 of the Credit Agreement.

Section 7.2 Counterparts. This Amendment may be executed electronically and in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

Section 7.3 Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

Section 7.4 Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

Section 7.5 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

Section 7.6 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Credit Agreement, or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as may be further amended, modified, restated, supplemented or extended from time to time.

Section 7.7 Governing Law. THIS AMENDMENT IS A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 7.8 Payment of Costs and Expenses. Each Loan Party, jointly and severally, agree pursuant to the terms of Section 15.5 of the Credit Agreement, to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Lenders incurred in connection with the transactions contemplated hereby (including Attorney Costs and Taxes) in connection with the preparation, execution and delivery of this Amendment and the other Loan Documents.

Section 7.9 Administrative Agent and Collateral Agent Instruction. Each Lender party hereto, through its execution of this Amendment, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Amendment, and the Collateral Agent to execute and deliver the Amended and Restated Guaranty and Collateral Agreement.

Section 7.10 Amendment No. 4 to the Credit Agreement.

(a) The parties hereto hereby agree to engage in good faith negotiations in order to enter into an amendment to the Credit Agreement by no later than June 3, 2022 (the date in which such amendment becomes effective, the "Amendment No. 4 Effective Date"), in order for the terms and conditions of the affirmative covenants, negative covenants, events of default, and guaranty, to be not more favorable to the Lenders than the corresponding provisions under the New First Lien Credit Agreement.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the Lenders hereby agree that, at any time prior to the Amendment No. 4 Effective Date, (i) any action or inaction by any Loan Party resulting in a breach to any term or condition under Articles X or Article XI of the Credit Agreement shall not constitute a Default or Event of Default, unless such action or inaction constitutes a breach of any provision under the New First Lien Credit Agreement resulting in a Default or Event of Default (as defined in the First Lien Credit Agreement), and (ii) an Event of Default under Article XIII of the Credit Agreement shall only be deemed to have occurred to the extent the event, facts and/or circumstances which triggered such Event of Default would also result in an Event of Default under the First Lien Credit Agreement.

Section 7.11 Legal Opinions under the Security Agreement. The Loan Parties shall by no later than ten days following the Amendment No. 3 Effective Date, deliver to the Secured Parties an opinion of Mayer Brown LLP covering such matters relating to the Amended and Restated Guaranty and Collateral Agreement as the Lenders may reasonably request.

[Signatures Immediately Follow]

The parties are signing this Amendment No. 3 to Credit Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),
a Delaware corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: CEO

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

GUARANTORS:

4TH SOURCE, LLC,
a Delaware limited liability company

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC,
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN GLOBAL LLC,
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

QMX INVESTMENT HOLDINGS USA, INC.,
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

4TH SOURCE HOLDING CORP.,
a Delaware corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

FACULTAS ANALYTICS, S.A.P.I. DE C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

GUARANTORS:

FAKTOS INC, S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

CUARTO ORIGEN, S. DE R.L. DE C.V.,
a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

GUARANTORS:

ENTREPIDS TECHNOLOGY, INC.,
a Delaware corporation

DocuSigned by:
By: carolyne cesar
C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

ENTREPIDS MEXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AN UX, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

GUARANTORS:

AN EVOLUTION, S. de R.L. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AN DATA INTELLIGENCE, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

ANZEN SOLUCIONES, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AN USA,
a California corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AGILETHOUGHT SERVICIOS MÉXICO, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. de C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGILETHOUGHT LLC,
a Delaware limited liability company

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Manager

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney-in-Fact

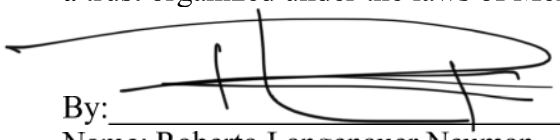
By:_____
Name: Adolfo Bay
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney-in-Fact

By:_____
Name: Adolfo Bay
Title: Attorney-in-Fact

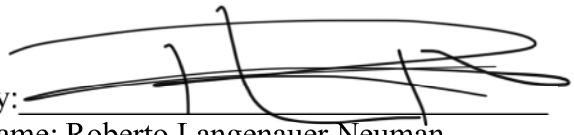
BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico



By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

By:_____
Name: Iker Paullada Eguirao
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.



By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

By:_____
Name: Iker Paullada Eguirao
Title: Attorney-in-fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

By:_____
Name: Iker Paullada Eguirao
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

By:_____
Name: Iker Paullada Eguirao
Title: Attorney-in-fact

ADMINISTRATIVE AGENT:

GLAS USA LLC
as Administrative Agent

By:_____
Name: Yana Kislenko
Title: Vice President

COLLATERAL AGENT:

GLAS AMERICAS LLC
as Collateral Agent

By:_____
Name: Yana Kislenko
Title: Vice President

EXHIBIT A

[*Attached*]

EXHIBIT A

CREDIT AGREEMENT

dated as of November 22, 2021

by and among

AGILETHOUGHT, INC.

and

AGILETHOUGHT MEXICO, S.A. DE C.V.
as Borrowers,

AN GLOBAL LLC,

as Intermediate Holdings

CERTAIN OTHER LOAN PARTIES PARTY HERETO,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

GLAS USA LLC,
as Administrative Agent,

and

GLAS AMERICAS LLC,
as Collateral Agent

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT (as amended, modified, or supplemented from time to time, this "Agreement"), dated as of November 22, 2021 is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as the Collateral Agent for the Lenders, and together with the Administrative Agent, the "Agents" and each, an "Agent".

RECITALS

WHEREAS, the Borrowers have requested that the Lenders (as defined below) make Loans (as defined below) to provide the funds required to prepay existing Debt of the Loan Parties and for other general corporate purposes, as further provided herein, in the form of US Dollar denominated term loans and Mexican Peso denominated term loans to the Borrowers;

WHEREAS, the Lenders are willing to do so, but solely on the terms and conditions set forth in this Agreement;

WHEREAS, to secure the Loans and other Obligations, the Borrowers and the other Loan Parties are granting to the Collateral Agent, for the benefit of the Agents (as defined below) and Lenders, or directly to the Lenders in the case of the Mexican Collateral Agreements (as defined below), a security interest in and lien upon substantially all of the real and personal property of the Loan Parties; and

WHEREAS, this Agreement (and the indebtedness and obligations evidenced hereby) are subordinate in the manner, and to the extent, set forth in that certain subordination and intercreditor agreement dated as of ~~November 22~~[●], ~~2021~~2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Reference Subordination Agreement") by and among ~~Monroe Capital Management Advisors~~Blue Torch, LLC, as First Lien Agent for the First Lien Creditors and the Agents, as Second Lien Agents for the Second Lien Creditors, and acknowledged by the Credit Parties signatory thereto; and each Lender under this Agreement, by its acceptance hereof, shall be bound by the terms and provisions of the Reference Subordination Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. When used herein the following terms shall have the following meanings:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" is defined in the Guaranty and Collateral Agreement.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or a substantial portion of the assets of a Person, or of all or a substantial portion of any business or division of a Person, (b) the acquisition of in excess of 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

"Administrative Agent" means GLAS USA LLC in its capacity as administrative agent for the Lenders hereunder, and any successor thereto in such capacity.

"Affiliate" of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer, director, member, managing member or general partner of such Person (or of any Subsidiary of such Person) and (c) with respect to any Lender, any entity administered or managed by such Lender or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 5% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Unless expressly stated otherwise herein, neither Administrative Agent nor any Lender shall be deemed an Affiliate of any Loan Party. For purpose of the Loan Documents, unless otherwise agreed to by the Administrative Agent (acting at the written direction of the Required Lenders), the Equity Investors and their Affiliates shall be deemed Affiliates of, and holders of Equity Interests in, Ultimate Holdings.

"Agents" means Administrative Agent and Collateral Agent.

"Agents Fee Letter" means the fee letter dated as of November 22, 2021 among the Borrowers and Agents.

"Aggregate Commitments" means the Commitments of all the Lenders. The Aggregate Commitments of the Lenders on the Closing Date is (i) with respect to the Dollar Commitments, U.S.$7,500,000.00 *plus* the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date and (ii) with respect to the Peso Commitments, MXN198,446,203.

"AgileThought Earn-out Obligations" means the Earn-out Obligations due and payable under the Specified Acquisition Agreements.

"Amendment No. 1 Effective Date" has the meaning ascribed to such term in the Amendment No. 1 to the Credit Agreement.

"Amendment No. 1" means that certain Amendment No. 1 to Credit Agreement, dated as of December [●], 2021, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto as Lenders, the Administrative Agent and the Collateral Agent.

"Approved Fund" means (a) any Person (other than a natural Person) engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is advised, administered, or managed by a Lender, an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers, advises or manages a Lender), (b) with respect to any Lender that is an investment fund, any other investment fund that invests in loans and that is advised, administered or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor, and (c) any third party which provides "warehouse financing" to a Person described in clause (a) or (b) (and any Person described in said clause (a) or (b) shall also be deemed an Approved Fund with respect to such third party providing such warehouse financing).

"Asset Disposition" means the sale, lease, assignment, disposition, conveyance or other transfer for value by any Loan Party to any Person of any asset or right of such Loan Party (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to any Loan Party) condemnation, confiscation, requisition, seizure or taking thereof).

"Attorney Costs" means, with respect to any Person, all reasonable and documented out-of-pocket fees and charges of any counsel to such Person, and all court costs and similar legal expenses.

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

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

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Borrower Representative" means Ultimate Holdings.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.

"Business Interruption Proceeds" means cash proceeds received by any Loan Party pursuant to business interruption policies of insurance.

"Capital Expenditures" means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the Consolidated Group, including Capitalized Lease Obligations and Capitalized Software Development Costs, (only to the extent they would be treated as capital expenditures under GAAP) but excluding expenditures made in connection with the replacement, substitution, or restoration of assets to the extent financed (a) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (b) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (c) with assets traded or exchanged for that replacement, substitution, or restoration of assets, or (d) Net Cash Proceeds of Permitted Asset Dispositions that are permitted to be, and are, reinvested in accordance with Section 6.2.2(a).

"Capital Lease" means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of such Person.

"Capitalized Lease Obligations" means, as applied to any Person, all obligations under Capital Leases of such Person or any of its Subsidiaries, in each case taken at the amount thereof accounted for as liabilities on the balance sheet of such Person in accordance with GAAP.

"Capitalized Software Development Costs" means for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, all capitalized software development costs, as determined in accordance with GAAP.

"CARES Act" means, collectively, Title I of the Coronavirus Aid, Relief and Economic Security Act, as amended (including any successor thereto), any current or future regulations or official interpretations thereof or related thereto and any current and future guidance and rules published by the SBA.

"CARES Act Permitted Purposes" means, with respect to the use of proceeds of any PPP Loans, the purposes set forth in Section 1102 of the CARES Act and otherwise in compliance with all other provisions or requirements of the CARES Act.

"Cash Collateralize" means, with respect to any inchoate, contingent, or other Obligations, the delivery of cash with notice to Administrative Agent, as security for the payment of those Obligations, in an amount equal to with respect to any contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, Administrative Agent's good faith estimate of the amount due or to become due, including all fees and other amounts relating to those Obligations.

"Cash Equivalent Investment" means, at any time, (a) any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the United States

Government or any agency thereof (and in the case of Loan Parties organized under the laws of Mexico, any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the government of that jurisdiction or any agency or instrumentality thereof), (b) commercial paper, maturing not more than one year from the date of issue, or corporate demand notes, in each case (unless issued by a Lender or its holding company) rated at least A-l by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business or P-l by Moody's Investors Service, Inc., (c) any certificate of deposit, time deposit or banker's acceptance, maturing not more than one (1) year after the date of issue, or any overnight federal funds transaction that is issued or sold by any Lender or its holding company (or by a commercial banking institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than U.S.$500,000,000) (or, in the case of any Loan Party organized under the laws of a jurisdiction other than the United States or any State thereof, that is issued or sold by any bank of recognized standing organized under the law of that jurisdiction), (d) any repurchase agreement entered into with any Lender (or commercial banking institution of the nature referred to in clause (c)) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender (or other commercial banking institution) thereunder, (e) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements and (f) other short term liquid investments approved in writing by the Required Lenders.

"Cash Formula Amount" means, as of any date of determination, the amount of all cash and Cash Equivalent Investments on such day owned by the Loan Parties and subject to a Control Agreement (and not pledged to secure any Debt or otherwise subject to any Liens, other than the Obligations and the Liens of Administrative Agent under the Loan Documents, or otherwise restricted in any way). For the avoidance of doubt, the Cash Formula Amount shall not include all or any portion of the proceeds of the PPP Loans.

"Change in Law" means the adoption or phase-in of, or any change in, in each case after the date of this Agreement, any applicable law, rule, or regulation, or any change in the interpretation or administration of any applicable law, rule, or regulation by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, will, in each case, be deemed to have been adopted and gone into effect after the date of this Agreement.

"Change of Control" means the occurrence of any of the following events:

(A) Any "person or "group", but excluding the Permitted Holders, shall become the "beneficial owner" directly or indirectly, of more than 35.0% of the outstanding voting

securities having ordinary voting power for the election of directors of Ultimate Holdings or the public company that Ultimate Holdings shall have merged with and into (the "Public Company"), unless the Permitted Holders shall have the right to appoint directors having more than 50.0% of the aggregate votes on the board of directors of Ultimate Holdings or the Public Company; or

(B) (a) Ultimate Holdings shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of Intermediate Holdings, (b) each of the Holdings Companies shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of AgileThought Mexico or any borrower under the Senior Credit Facility, (c) except to the extent expressly permitted under Section 11.4(i), any of IT Global Holding LLC and 4th Source, LLC shall cease to, directly or indirectly, (w) own and control 100% of each class of the outstanding Equity Interests of any of its Subsidiaries (other than Anzen Soluciones, S.A. de C.V. and AgileThought Digital Solutions, S.A.P.I. de C.V.), or (x) own and control 92% of each class of the outstanding Equity Interests of Anzen Soluciones, S.A. de C.V., (d) any sale of all or substantially all of the property or assets of any of the Loan Parties or their Subsidiaries, other than in a sale or transfer to a Loan Party, or (e) any "change of control" occurs under, and as defined in, any other Material Contract.

"Closing Date" means the first date upon which the conditions precedent set forth in Section 12 shall have been satisfied.

"Code" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Collateral" means the "Collateral" (as defined in the Guaranty and Collateral Agreement), the "Trust Estate" (as defined in each of the Mexican Security Trust, and the Mexican Administration Trust), and any and all other property now or hereafter securing any of the Obligations.

"Collateral Agent" means GLAS AMERICAS LLC in its capacity as collateral agent for the Lenders hereunder, and any successor thereto in such capacity.

"Collateral Documents" means, collectively, the Guaranty and Collateral Agreement, the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements, each Mortgage-Related Document, each Control Agreement, each pledge agreement, each Intellectual Property Security Agreement, and any other agreement or instrument pursuant to which any Loan Party, any Subsidiary thereof, or any other Person grants or purports to grant collateral to Collateral Agent for the benefit of Agents and the Lenders or, in the case of the Mexican Collateral Agreements, to the Lenders, or otherwise relates to any such collateral.

"Commitment" means a Dollar Commitment or a Peso Commitment, as the context may require.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

"Competitor" means any Person that is primarily engaged in the business of providing information technologies services, including, but not limited to, the implementation and integration of systems, support, consulting, maintenance, planning, and management of projects, design, and development of applications of the type made by the members of the Consolidated Group and their Subsidiaries.

"Compliance Certificate" means a Compliance Certificate in substantially the form of Exhibit A.

"Computation Period" means each period of four Fiscal Quarters ending on the last day of a Fiscal Quarter.

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

"Consolidated Group" means the Loan Parties and their Subsidiaries.

"Consolidated Net Income" means, with respect to the Consolidated Group for any period, the consolidated net income (or loss) thereof for such period, excluding (a) any gains (or losses) from Asset Dispositions realized thereby during such period, (b) any extraordinary gains (or losses) realized thereby during such period, (c) the income (or loss) of any member of the Consolidated Group during such period in which any other Person has a joint interest, except to the extent of the amount of cash dividends or other distributions actually paid in cash to that member of the Consolidated Group during that period, (d) the income (or loss) of any Person during that period and accrued prior to the date it becomes a member of the Consolidated Group or is merged into or consolidated with a member of the Consolidated Group or that Person's assets are acquired by a member of the Consolidated Group, (e) the income of any member of the Consolidated Group to the extent that the declaration or payment of dividends or similar distributions by that member of the Consolidated Group of that income is not at the time permitted by operation of the terms of its organizational documents, its governing documents, or any agreement, instrument, judgment, decree, order, statute, rule; or governmental regulation applicable to that member of the Consolidated Group, and (f) any gains from discontinued operations realized thereby during such period.

"Consolidated Total Assets" means, as of the date of any determination thereof, the aggregate book value of the total assets of the Consolidated Group calculated in accordance with GAAP on a consolidated basis as of such date.

"Contingent Liability" means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the

course of collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time, (b) guarantees the payment of dividends or other distributions upon the Equity Interests of any other Person, (c) undertakes or agrees (whether contingently or otherwise) (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received, (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation, (e) induces the issuance of, or is made in connection with the issuance of, any letter of credit for the benefit of such other Person, or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount (or maximum permitted principal amount, if larger) of the indebtedness, obligation or other liability guaranteed or supported thereby.

"Control Agreement" means each deposit account control agreement or securities account control agreement, as applicable, entered into by, inter alios, a Loan Party or Subsidiary thereof, each depository institution or securities intermediary party thereto, and Collateral Agent in form and substance satisfactory to the Required Lenders in their discretion.

"Controlled Group" means all members of a controlled group of corporations, all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with any Loan Party or Subsidiary thereof, are treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

"Conversion Rate" means, as of any date, the Peso/Dollar exchange rate published by Banco de México in the Federal Official Gazette of Mexico (*Diario Oficial de la Federación*) as the rate "*para solventar obligaciones denominadas en moneda extranjera pagaderas en la República Mexicana*" (or any successor publication thereof of analogous import) on the Business Day immediately prior to the relevant calculation date, to be in effect on such calculation date; *provided* that, if Banco de México ceases to publish such exchange rate, the Conversion Rate shall equal the average of the Peso/Dollar exchange rates published by Credit Suisse AG (or the main offices of its subsidiaries located in Mexico, if not published by Credit Suisse AG) at the close of business on the Business Day immediately prior to the relevant calculation date (i.e., 24-hours forward), to be in effect on such calculation date.

"Credit Bid" is defined in Section 13.3.

"Debt" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, including, without limitation, the Loans, the Senior Credit Facility, and the Permitted Investor Debt, (b) all indebtedness of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all Capitalized Lease Obligations of such Person, (d) all obligations of such Person to pay

the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business that are not more than 60 days past due), (e) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person; provided that if such Person has not assumed or otherwise become liable for such indebtedness, such indebtedness shall be measured at the fair market value of such property securing such indebtedness at the time of determination, (f) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn), bankers' acceptances and similar obligations issued for the account of such Person (including the Letters of Credit), (g) all Hedging Obligations of such Person (determined in accordance with the definition of "Hedging Agreement"), (h) all Contingent Liabilities of such Person, (i) all Debt of any partnership of which such Person is a general partner, (j) all non-compete payment obligations, earn-outs and similar obligations of such Person (including, without limitation, all Earn-out Obligations), (k) all monetary obligations under any receivables factoring, receivable sale, or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing, or similar financing, and (l) any Equity Interests or other equity instrument (other than the Warrants and the Monroe Warrants, as the latter is defined in the Senior Credit Facility), whether or not mandatorily redeemable, that under GAAP is characterized as debt, whether pursuant to financial accounting standards board issuance No. 150 or otherwise.

"Default" means any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Loans within two Business Days of the date required to be funded by it under this Agreement; (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it under this Agreement within two Business Days of the date when due, unless the subject of a good faith dispute; (c) has, or has a parent company that has, (i) been deemed insolvent or become the subject of an Insolvency Proceeding, or (ii) become the subject of a Bail-In Action; (d) has notified any Borrower, the Administrative Agent, or any Lender that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit (unless that writing or public statement relates to that Lender's obligation to fund a Loan under this Agreement and states that that position is based on that Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, must be specifically identified in that writing or public statement) cannot be satisfied); or (e) has failed to confirm within three Business Days of a request by Administrative Agent that it will comply with the terms of this Agreement relating to its obligations to fund Loans.

"Deposit Account" or "Deposit Accounts" is defined in the UCC.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Dollar" and the sign "U.S.$" mean lawful money of the United States of America.

"Dollar Amount" means, at any time, for any Lender and for purposes of any determination required hereunder:

(a) with respect to any Dollar Commitment, the Dollar amount thereof as set forth on Annex A or in the Assignment Agreement pursuant to which such Commitment (or portion thereof) has been assigned;

(b) with respect to any Dollar Loan, the principal amount of, and interest on, such Loan then outstanding, expressed in Dollars;

(c) with respect to any Peso Commitment, the Dollar equivalent determined using the Peso/Dollar Reference Exchange Rate of the amount of such Peso Commitment as set forth on Annex A or in the Assignment Agreement pursuant to which a Lender shall have assumed its Peso Commitment, as applicable; and

(d) with respect to any Peso Loan, the principal amount of, and interest on, such Loan then outstanding, expressed as the Dollar equivalent amount thereof determined using the Peso/Dollar Reference Exchange Rate.

"Dollar Commitment" means, as to each Dollar Lender, its obligation to make Dollar Loans to the Borrower pursuant to Section 2.1(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Dollar Lender's name on Annex A or in the Assignment Agreement pursuant to which such Dollar Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Dollar Equivalent" means, with respect to any monetary amount in Pesos, the amount, determined by reference to the Conversion Rate as of any date of determination, of Dollars that could be purchased with such amount of Pesos on such date.

"Dollar Lender" means at any time, (a) any Lender that has a Dollar Commitment at such time and (b) if the Commitments of the Dollar Lenders to make Dollar Loans have been terminated pursuant to Section 6.1 or Section 6.2 or if the Aggregate Commitments have expired, any Lender that holds a Dollar Loan at such time.

"Dollar Loan" means a Tranche A-1 Loan, a Tranche B-1 Loan, a Tranche C Loan, a Tranche D Loan and/or Tranche E Loan as the context may require.

"Domestic Borrower" means each Borrower which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Domestic Subsidiary" means each Subsidiary which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Earn-out Obligations" means the aggregate outstanding amount under all seller notes, earn-outs or obligations of all Loan Parties and their Subsidiaries (other than customary purchase price adjustments or indemnification obligations) in connection with any Acquisitions.

"EBITDA" means, for the Consolidated Group for any period, in each case as determined in accordance with GAAP, Consolidated Net Income thereof for such period plus, to the extent deducted in determining such Consolidated Net Income for such period, the sum of:

(a) Interest Expense thereof during such period;

(b) Permitted Tax Distributions made thereby during such period;

(c) provisions for income and franchise Taxes payable by the Loan Parties and their Subsidiaries for such period;

(d) depreciation and amortization incurred thereby during such period;

(e) non-cash compensation expense, or other non-cash expenses or charges, incurred thereby during such period arising from the granting of stock options, stock appreciation rights or similar equity arrangements;

(f) all extraordinary or non-recurring non-cash expenses, losses or charges thereof during such period;

(g) non-recurring cash restructuring expenses in an aggregate amount not to exceed, in any period, the greater of (i) U.S.$500,000 and (ii) 7.5% of EBITDA for the most recently concluded Computation Period for which financial statements were delivered or were required to be delivered in accordance with Section 10.1.2;

(h) losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount not to exceed U.S.$1,000,000 during such period;

(i) all losses or charges relating to the Hedging Agreements during such period; and

(j) the actual amount of reasonable and documented out-of-pocket fees, costs and expenses paid thereby during such period in connection with Ultimate Holdings' SPAC transaction, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $15,800,000;

minus, to the extent included in determining such Consolidated Net Income (but without duplication), (i) all extraordinary or non-recurring non-cash gains or profits thereof during such period (including, without limitation, gains attributable to any cancellation of indebtedness in connection with the forgiveness of any PPP Loans), (ii) all gains relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount in the case of this clause (ii) not to exceed U.S.$1,000,000 during such period and (iii) all gains or profits relating to the Hedging Agreements during such period; provided that, if during such period, any Borrower shall have engaged in any Permitted Acquisition, EBITDA of the Consolidated Group for such period shall be calculated on a pro forma basis to give effect to such Permitted Acquisition as if such Permitted Acquisition had occurred on the first day of such period.

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

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

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

"Eligible Assignee" means:

(a) (i) any Lender, (ii) any Affiliate of a Lender, and (iii) any Approved Fund; and

(b) any other Person (other than a natural person) that is neither (i) a Competitor, nor (ii) designated by the Borrowers as a "Disqualified Institution" by written notice delivered to the Administrative Agent on or prior to the Closing Date.

"Environmental Claims" means all claims, however asserted, by any governmental, regulatory or judicial authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for the release of Hazardous Substances or injury to the environment.

"Environmental Laws" means all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.

"Equity Interests" means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital, whether now outstanding or issued or acquired after the date of this Agreement, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations or any other equivalent of such ownership interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time and the regulations issued from time to time thereunder.

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

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

"Excess Availability" means, as of any date of determination, the amount equal to the amount then available to be drawn under the revolving credit facility provided for by the New Senior Credit Facility minus the aggregate amount, if any, of all trade payables of the Borrowers and their Subsidiaries aged in excess of 60 days past their applicable due date and all book overdrafts of Loan Parties and their Subsidiaries in excess of historical practices with respect thereto, in each case as determined by the Required Lenders in their discretion.

"Excess Cash" means, as of any date of determination, the positive difference (if any) between (A) cash on hand of the Loan Parties, as of such date of determination (calculated after giving effect to any payment due hereunder on such date) and (B) U.S.$10,000,000.

"Excluded Deposit Accounts" means, collectively, each Deposit Account of a Loan Party or Subsidiary thereof (a) the balance of which consists exclusively of (i) withheld income taxes and federal, state or local employment taxes required to be paid to the Internal Revenue Service or state or local government agencies with respect to employees of any Loan Party and (ii) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3 102 on behalf of or for the benefit of employees of any Loan Party, (b) that constitutes (and the balance of which consists solely of funds set aside in connection with) a segregated payroll account, trust accounts, and accounts dedicated to the payment of accrued employee benefits, medical, dental and employee benefits claims to employees of any Loan Party, and (c) that contains less than U.S.$25,000 at all times (provided that if at any time all such Deposit Accounts contain, collectively, more than U.S.$100,000, none of such Deposit Accounts shall be Excluded Deposit Accounts).

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that (a) in each case is organized under the laws of jurisdiction outside of the United States of America and Mexico and (b) which, as of the Closing Date and thereafter, as of the last day of the most recently ended Fiscal Quarter, when taken together with all other Excluded Foreign Subsidiaries, have not, in the aggregate contributed (i) greater than five percent (5%) of the EBITDA of the Loan Parties and their Subsidiaries for the period of four consecutive Fiscal Quarters then most recently ended or (ii) greater than five percent (5%) of Consolidated Total Assets of the Loan Parties and their Subsidiaries as of such date; provided that, if at any time the aggregate amount of that portion of EBITDA or Consolidated Total Assets of all Subsidiaries that are not Loan Parties exceeds five percent (5%) of EBITDA for any such period or five percent (5%) of Consolidated Total Assets as of the end of any such period, the Borrower Representative (or, in the event the Borrower Representative has failed to do so within five (5) days, the Administrative Agent acting at the written direction of the Required Lenders) shall designate sufficient

Subsidiaries as "Loan Parties" to cause that portion of EBITDA or Consolidated Total Assets held by Excluded Foreign Subsidiaries to equal or be less than five percent (5%) of EBITDA or Consolidated Total Assets, as applicable, and such designated Subsidiaries shall for all purposes of this Agreement constitute non-Excluded Foreign Subsidiaries on and after the date of such designation and the Borrower Representative shall cause all such Subsidiaries so designated to become a Borrower or a Guarantor in the Required Lender's discretion, and delivers all applicable Loan Documents in accordance with Section 10.9. No Loan Party may be designated (or re-designated) as an Excluded Foreign Subsidiary. For the avoidance of doubt no Borrower or Loan Party shall constitute an Excluded Foreign Subsidiary.

"Excluded Swap Obligation" means, with respect to any Loan Party, each Swap Obligation as to which, and only to the extent that, such Loan Party's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Loan Party does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Loan Party and all guarantees of Swap Obligations by other Loan Parties) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Loan Party.

"Excluded Taxes" means, with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made to any Agent, any Lender, or any other Person pursuant to the terms of this Agreement, the following: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of that Person being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing that Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) Taxes attributable to that Person's failure to comply with Section 7.6.5 or Section 7.6.8, other than any such failure resulting from a Non-U.S. Lender being unable to obtain the required documentation and forms from its partners or other beneficial owners after using its best efforts to do so; and (c) any withholding Taxes imposed under FATCA.

"Extend Solutions Earn-out Obligations" means the Permitted Earn-out Obligations payable to Extend Solutions, S.A. de C.V., Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, Jose Antonio Torrero Diez and Jorge Ricardo Monterrubio López in an aggregate amount not exceeding U.S.$1,710,522.00.

"Exitus Borrower" shall mean AgileThought Digital Solutions S.A.P.I. de C.V. (f/k/a North American Software, S.A.P.I. de C.V.), formed under the laws of Mexico.

"Exitus Debt Noteholder" shall mean Exitus Capital, S.A.P.I. DE C.V. SOFOM ENR.

"Exitus Debt Promissory Note" shall mean that certain Promissory Note, dated as of and as in effect on the Amendment No. 6 Effective Date (as defined in the Senior Credit Facility), by and between Exitus Borrower and the Exitus Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Administrative Agent (acting at the instruction of the Required Lenders), in its discretion.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Loan Party not in the ordinary course of business consisting of: (a) pension plan reversions, (b) proceeds of insurance (other than, for avoidance of doubt, Business Interruption Proceeds), (c) litigation proceeds, judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than with respect to reimbursement of third party claims), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (other than with respect to reimbursement of third party claims), (f) amounts received in respect of indemnity obligations of any party or purchase price, working capital, and other monetary adjustments in connection with the Specified Acquisition Transactions or any other Acquisition, (g) amounts received in connection with or as proceeds from representation and/or warranty insurance in connection with the Specified Acquisition Transactions or any other Acquisition, net of any reasonable and documented legal and accounting expenses and taxes paid in cash by the Loan Parties as a result thereof, (h) foreign, Mexican, United States, state or local tax refunds to the extent not included in the calculation of EBITDA (other than refunds of value-added or similar taxes received in the ordinary course of business), and (i) upon repayment in full of the New Senior Credit Facility, any excess Net Cash Proceeds resulting from the offering of securities or the execution of transactions for the purpose of refinancing, in whole or in part, directly or indirectly, in one or a series of transactions, Debt of any Borrower or Guarantor.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year, which period is the 3-month period ending on the last day of each of March, June, September, and December of each year.

"Fiscal Year" means the fiscal year of Loan Parties and their Subsidiaries, which period shall be the 12-month period ending on December 31 of each year.

"Fixed Charge Coverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the ratio of (a) the total for such Computation Period of (i) EBITDA thereof, minus (ii) Permitted Tax Distributions (or other provisions for Taxes based on income) made thereby during such Computation Period, minus (iii) all unfinanced Capital Expenditures made thereby in such Computation Period, to (b) Fixed Charges.

"Fixed Charges" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the sum of, without duplication, (a) cash Interest Expense thereof in such Computation Period, plus (b) scheduled principal payments of Debt thereof (including (i) the loans under the Senior Credit Facility, (ii) the Loans to the extent any such payments thereof would constitute "Permitted Second Lien Debt Payments" under the Senior Credit Facility, (iii) scheduled principal payments of, and any interest and fees actually paid in such Computation Period with respect to, the Permitted Investor Debt, and (iv) any Earn-out Obligations, including, without limitation, all Permitted Earn-out Obligations (other than the Permitted Earn-out Obligations paid out of funds on deposit in the Segregated Account), but excluding (x) the revolving loans under the Senior Credit Facility, and (y) scheduled payments of principal required to paid pursuant to Section 6.4.2 thereof during the Modified Amortization Period (as such term is defined in the Senior Credit Facility)) in such Computation Period, and (z) the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility; provided that, for the avoidance of doubt, any Permitted Earn-out Obligation shall be excluded from Fixed Charges to the extent that, as of any date of determination, the Payment Conditions with respect to such Permitted Earn-Out Obligation are not satisfied as of such date (after giving *pro forma* effect to such payment).

"Foreign Subsidiary" means each Subsidiary (i) organized under the laws of a jurisdiction other than the United States of America or any state thereof or District of Columbia, and (ii) that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"Funded Debt" means, as to any Person at a particular time, without duplication, whether or not included as indebtedness or liabilities in accordance with GAAP, all Debt of such Person that matures more than one year from the date of its creation (or is renewable or extendible, at the option of such Person, to a date more than one year from that date). For the avoidance of doubt, all of the Obligations and all Subordinated Debt shall constitute Funded Debt.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the SEC, which are applicable to the circumstances as of the date of determination.

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

"Guarantor" means Intermediate Holdings and each other Person that guarantees any of the Obligations, including, without limitation, 4th Source, LLC, IT Global Holding LLC, QMX Investment Holdings USA, INC, AgileThought Digital Solutions S.A.P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), 4TH Source Holding Corp., Facultas Analytics, S.A.P.I. de C.V., Faktos Inc, S.A.P.I. de C.V., Cuarto Origen, S. de R.L. de C.V., 4th Source Mexico, LLC, AGS Alpama Global Services Mexico, S.A de C.V., Entrepids Technology INC., Entrepids Mexico, S.A. de C.V., AGS Alpama Global Services USA, LLC., AN UX, S.A de C.V., AN Evolution, S. de R.L. de C.V., AN Data Intelligence, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN USA, AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), AgileThought Servicios Administrativos, S.A de C.V. (formerly known as Nasoft Servicios Administrativos, S.A. de C.V.) and AgileThought, LLC. For the avoidance of doubt, no Excluded Foreign Subsidiary shall be a Guarantor.

"Guaranty" means each guaranty executed and delivered by any Guarantor, together with any joinders thereto and any other guaranty agreement executed by a Guarantor, in each case in form and substance satisfactory to the Required Lenders in their discretion. The Guaranty and Collateral Agreement and the Mexican Collateral Agreements are a Guaranty.

"Guaranty and Collateral Agreement" means the Guaranty and Collateral Agreement to be entered into by each Loan Party and the Collateral Agent, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to the Required Lenders in their discretion.

"Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law.

"Hedging Agreement" means any interest rate, currency or commodity swap agreement, cap agreement, collar agreement, spot foreign exchange, forward foreign exchange, foreign exchange option (or series of options) and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Hedging Obligations" means, with respect to any Person, any liabilities of such Person under any Hedging Agreement determined (a) for any date on or after the date that Hedging Agreement has been closed out and termination value determined in accordance therewith, using that termination value; and (b) for any date prior to the date referenced in clause (a), using the amount determined as the mark-to-market value for that Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in that Hedging Agreement (which may include a Lender or any Affiliate of a Lender).

"Holding Companies" means Ultimate Holdings and Intermediate Holdings.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made by or on account of any obligation of any Loan Party under any Loan Document.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of a Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, *concurso mercantil*, *quiebra*, debtor relief, or debt adjustment law (including, but not limited to, the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*)), (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for that Person or any part of its property, or (c) an assignment or trust mortgage for the benefit of creditors

"Intellectual Property Security Agreement" is used as defined in the Guaranty and Collateral Agreement.

"Interest Expense" means, for any period, the consolidated interest expense of the Consolidated Group for such period (including all imputed interest on Capital Leases).

"Interest Payment Date" means, as to any Loan, (i) the 15th day of each March, June, September and December to occur while such Loan is outstanding (or if any such day is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.

"Intermediate Holdings" has the meaning ascribed to such to such term in the preamble to this Agreement.

"International Financial Reporting Standards" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as the same may be amended or supplemented from time to time.

"Inventory" is defined in the UCC.

"Investor Debt Noteholder" shall mean AGS Group, LLC.

"Investor Debt Promissory Note" shall mean that certain Subordinated Promissory Note, dated as of and as in effect on June 24, 2021, by and between Ultimate Holdings and the Investor Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Lenders, in their discretion.

"Investment" means, with respect to any Person, any investment in another Person, whether by (a) acquisition of any debt or Equity Interest, (b) making any loan or advance (including, without limitation, any loan or advance to any Subsidiary or Affiliate), (c) becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person (other than travel and similar advances to employees in the ordinary course of business), or (d) making an Acquisition.

"IPO" means any underwritten public offering of Equity Interests of Ultimate Holdings.

"IRS" means the Internal Revenue Service.

"Lender" means the Tranche A-1 Lender, the Tranche A-2 Lender, the Tranche B-1 Lender, the Tranche B-2 Lender, the Tranche C Lender, Tranche D Lender and/or the Tranche E Lender, as the context may require.

"Lien" means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

"Liquidity" means, on any date of determination, the sum of (a) Excess Availability, plus (b) the Cash Formula Amount.

"LIVK" means LIV Capital Acquisition Corp., a Cayman Islands exempted company.

"Loan" means a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Lender, a Tranche C Loan, a Tranche D Loan and/or a Tranche E Loan, as the context may require.

"Loan Documents" means this Agreement, the Notes, the Agents Fee Letter, each Perfection Certificate, the Mexican Loan Documents, the Collateral Documents, the Reference Subordination Agreement, any Subordination Agreements (including the Master Intercompany Note), and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Loan Party" means, collectively (a) Intermediate Holdings, (b) the Borrowers, (c) each Subsidiary of Ultimate Holdings or any Borrower that is not an Excluded Foreign Subsidiary, and (d) each other Person (including without limitation each Guarantor) that (i) executes a joinder agreement to this Agreement as a Loan Party in the form of Exhibit B, (ii) is liable for payment of any of the Obligations, or (iii) has granted a Lien in favor of Collateral Agent or the Lenders on its assets to secure any of the Obligations.

"Margin Stock" means any "margin stock" as defined in Regulation U.

"Master Intercompany Note" means a demand promissory note made by and among the Loan Parties and their Subsidiaries, substantially in the form of Exhibit C, and acceptable to the Required Lenders, in their reasonable discretion.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, prospects, profitability

or properties of the Loan Parties taken as a whole, (b) a material impairment of the ability of any Loan Party to perform any of the Obligations under any Loan Document, (c) a material adverse effect upon any substantial portion of the Collateral under the Collateral Documents or upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document, or (d) a material impairment of the ability of Collateral Agent or the Lenders to enforce or collect any Obligations or to realize upon any Collateral.

"Material Contract" means, with respect to any Person, (a) each of the Specified Acquisition Agreement, (b) each contract or agreement to which such Person or any of its Subsidiaries is a party, which individually or in the aggregate comprise at least 10% of the gross revenues of the Consolidated Group, taken as a whole, over the most recently ended Computation Period, (c) each contract or agreement to which such Person or any of its Subsidiaries is a party (i) that relates to any Subordinated Debt, (ii) consisting of a Hedging Obligations in an amount that exceeds $500,000, or (iii) that relates to any other Debt in an aggregate amount of $500,000 or more (other than the Loan Documents), (d) the New Senior Credit Facility, and (f) each contract or agreement to which such Person or any of its Subsidiaries is a party, the breach, nonperformance, cancellation, failure to renew, or loss of which could reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means, the Tranche A-1 Maturity date, the Tranche A-2 Maturity Date, the Tranche B-1 Maturity Date, the Tranche B-2 Maturity Date, the Tranche C Maturity Date, the Tranche D Maturity Date and/or the Tranche E Maturity Date, as the context may require.

"Mexican Administration Trust" means that certain Administration and Source of Payment Trust Agreement with identification number No. F/3272 (*Contrato de Fideicomiso Irrevocable de Administración y Fuente de Pago No. F/3272*), dated November 9, 2017, including its exhibits, as amended and restated on the Closing Date, and as further amended from time to time.

"Mexican Administration Trust Amendment and Reaffirmation Agreement" means the amendment, acknowledgement and reaffirmation agreement to the Mexican Administration Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids Mexico, S.A. de C.V., as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC. as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Manuel Senderos Fernández and Mauricio Garduño González, as second place

beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Collateral Agreements" means, collectively, the Mexican Administration Trust and the Mexican Security Trust.

"Mexican Collateral Amendment and Reaffirmation Agreements" means, collectively, the Mexican Administration Trust Amendment and Reaffirmation Agreement and the Mexican Security Trust Amendment and Reaffirmation Agreement.

"Mexican Loan Documents" means the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Mexican Security Trust" means certain Security Trust Agreement with identification number No. F/3757 (*Contrato de Fideicomiso Irrevocable de Garantía No. F-3757*), dated November 15, 2018, including its exhibits, as amended from time to time. Into this trust the settlors contribute all the shares and equity interests of Mexican Subsidiaries (except for one share or equity interest in each Mexican Subsidiary), and all the intellectual property duly registered, or in the process of registration, in their name before the Mexican Institute of Property.

"Mexican Security Trust Reaffirmation Agreement" means the acknowledgement and reaffirmation agreement to the Mexican Security Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids México S.A. de C.V., Cuarto Origen, S. de R.L. de C.V., AN Evolution, S. de R.L. de C.V., Invertis, S.A. de C.V., QMX Investment Holding USA, Inc., IT Global Holding LLC, AgileThought Mexico, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), Entrepids Technology Inc., 4th Source, LLC, as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC., as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, Manuel Senderos Fernández and Mauricio Garduño González as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Subsidiaries" means, collectively, the Subsidiaries incorporated under the laws of Mexico.

"Mexico" means the United Mexican States.

"Mortgage" means a mortgage, deed of trust or similar instrument granting Collateral Agent or the Lenders a Lien on fee owned real property of any Loan Party.

"Mortgage-Related Documents" means with respect to any real property subject to a Mortgage, the following, in form and substance satisfactory to the Required Lenders in their discretion: (a) an ALTA Loan Title Insurance Policy (or binder therefor) covering Collateral Agent' or the Lenders', as applicable, interest under the Mortgage, in a form and amount and by an insurer acceptable to the Required Lenders, which must be fully paid on that effective date; (b) copies of all documents of record concerning such real property as shown on the commitment for the ALTA Loan Title Insurance Policy referred to above; (c) all assignments of leases, estoppel letters, attornment agreements, consents, waivers, and releases as the Required Lenders reasonably require with respect to other Persons having an interest in the real estate; (d) a current, as-built survey of the real estate, containing a metes-and-bounds property description and certified by a licensed surveyor acceptable to the Required Lenders, in their discretion; (e) a life-of-loan flood hazard determination and, if the real estate is located in a flood plain, an acknowledged notice to borrower and flood insurance in an amount, with endorsements and by an insurer acceptable to the Required Lenders; (f) a current appraisal of the real estate, prepared by an appraiser acceptable to the Required Lenders, and in form and substance satisfactory to the Required Lenders in their discretion; (g) an environmental assessment, prepared by environmental engineers acceptable to the Required Lenders and accompanied by all reports, certificates, studies, or data as the Required Lenders reasonably require (including, without limitation, "Phase II" reports), which must all be in form and substance satisfactory to the Required Lenders in their discretion; and (h) an environmental agreement and all other documents, instruments, or agreements as the Required Lenders in their discretion require with respect to any environmental risks regarding the real estate, in form and substance satisfactory to the Required Lenders, in their discretion.

"Multiemployer Pension Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Borrower or any other member of the Controlled Group may have any liability.

"Net Cash Proceeds" means:

(k) with respect to any Asset Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party or Subsidiary thereof pursuant to such Asset Disposition net of (i) the direct costs relating to that sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by Borrowers to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), and (iii) amounts required to be applied to the repayment of any Debt secured by a Lien on the asset subject to that Asset Disposition (other than the Loans).

(l) with respect to any issuance of Equity Interests, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates relating to such issuance (including sales and underwriters' commissions); and

(m) with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates of such issuance (including up-front, underwriters' and placement fees).

"New Senior Credit Facility" means any extension of credit to AN Global LLC pursuant to the financing agreement dated as of [●], 2022, among AgileThought, Inc., as Holdings (as defined therein), AN Global LLC, as borrower, each of the guarantors party thereto, the lenders from time to time party thereto, and Blue Torch Finance LLC, as collateral agent and administrative agent for the lenders party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Note" or "Notes" means a Tranche A-1 Note, a Tranche A-2 Note, a Tranche B-1 Note, a Tranche B-2 Note, a Tranche C Note, a Tranche D Note and/or a Tranche E Note, as the context may require.

"Obligations" means all obligations (monetary (including post-petition interest, default-rate interest, fees, and expenses, allowed or not in an Insolvency Proceeding) or otherwise) of any Loan Party under this Agreement and any other Loan Document, including Attorney Costs and Reimbursement Obligations, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Notwithstanding the foregoing, the Obligations shall not include any Excluded Swap Obligations.

"OFAC" is defined in Section 9.30.

"Operating Lease" means any lease of (or other agreement conveying the right to use) any real or personal property by any Loan Party, as lessee, other than any Capital Lease.

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

"Outstanding Balance" means the balance of the Senior Credit Facility outstanding as of the date hereof, which, for purposes of clarity is U.S.$70,900,000.

"Payment Conditions" means, with respect to any Permitted Investor Debt Payment or Permitted Earn-out Payment, that (a) no Event of Default has occurred and is continuing or would be caused by the making thereof, and (b) after giving *pro forma* effect to that payment, (i) Liquidity exceeds U.S.$5,000,000 and (ii) as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required

to be delivered) to Administrative Agent under and in accordance with Section 10.1.2, the Consolidated Group shall be in *pro forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period.

"Payment in Full" means either (i), (a) the payment in full in cash of all Loans and other Obligations, other than contingent indemnification obligations for which no claims have been asserted, (b) the termination of all Commitments, (c) the Cash Collateralization of all contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, and (d) the release of any claims of the Loan Parties against Agents and Lenders arising on or before the payment date, or (ii) the conversion by each Lender of all of the Outstanding Obligations (as defined in Article XVIII) owed to such Lender pursuant to Article XVIII. "Paid in Full" shall have a correlative meaning.

"PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

"Pension Plan" means a "pension plan," as that term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA or the minimum funding standards of ERISA (other than a Multiemployer Pension Plan), and as to which any Borrower or any Subsidiary (including any contingent liability of any member of Borrowers' Controlled Group) may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Perfection Certificate" means a perfection and "know your customer" certificate executed and delivered to Administrative Agent by a Loan Party on or prior to the Closing Date.

"Permits" means, with respect to any Person, any permit, approval, clearance, consent, authorization, license, registration, accreditation, certificate, certification, certificate of need, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject.

"Permitted Acquisition" means any Acquisition by any Borrower, where:

(n) the business or division acquired are for use, or the Person acquired (i) is engaged, in the businesses engaged in by Loan Parties and their Subsidiaries on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto, (ii) generated positive *pro forma* earnings before interest, taxes, depreciation and amortization for each of the twelve (12) calendar months preceding the Acquisition (as determined by a calculation reasonably acceptable to the Required Lenders) and (iii) is, in the case of a business or division, located in the United States or Mexico, or, in the case of a Person, organized under the laws of a state of the United States or Mexico;

(o) immediately before and after giving effect to the Acquisition, no Default or Event of Default has occurred and is continuing,

(p) no Debt or Liens are assumed or incurred, other than Specified Permitted Debt or any Permitted Liens;

(q) the aggregate consideration (cash and non-cash) to be paid by the Loan Parties (including any Debt incurred in connection therewith, the maximum amount payable in connection with any deferred purchase price obligation, including any Earn-out Obligations, and the value of any Equity Interests of any Loan Party issued to the seller in connection with that Acquisition) in connection with (i) such Acquisition (or any series of related Acquisitions) is less than U.S.$20,000,000 and (ii) all Acquisitions occurring after the Closing Date, is less than U.S.$50,000,000; provided that with respect to any Acquisition no more than U.S.$14,000,000 in cash shall be paid as the initial consideration of such Acquisition.

(r) (i) as of the last day of the most recent calendar month for which financial statements have been delivered to Administrative Agent under and in accordance with Section 10.1.2 and after giving effect to such Acquisition, the Consolidated Group is in *pro forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period (calculated as if such Acquisition had occurred on the last day of such Computation Period) as of the last day of the most recent fiscal quarter for which financial statements have been (or were required to be) delivered hereunder and calculated on a pro forma basis as if such Acquisition had been made on such day, the Total Leverage Ratio of the Consolidated Group was no greater than the Total Leverage Ratio required at such time pursuant to Section 11.12.2 if the numerator of such ratio required at such time was less 0.25, and (ii) after giving effect to such Acquisition, the average Liquidity over the preceding 30 day calendar period, calculated as if the Acquisition had occurred on the first day of such period, is greater than U.S.$5,000,000;

(s) in the case of the Acquisition of any Person, the board of directors or similar governing body of such Person has approved such Acquisition;

(t) not less than 10 Business Days prior to that Acquisition (or any later date approved by the Required Lenders in their discretion), Administrative Agent has received an acquisition summary with respect to the Person and/or business, division or assets to be acquired, which summary must include a reasonably detailed description thereof (including financial information) and operating results (including financial statements for the most recent 12-month period for which they are available and as otherwise available), the terms and conditions, including economic terms, of the proposed Acquisition, and Borrowers' calculation of pro forma EBITDA relating thereto, certificated by the Chief Financial Officer of the Borrower Representative and supported by a quality of earnings report reasonably satisfactory to the Required Lenders;

(u) not less than 5 calendar days prior to that Acquisition (or any later date approved by the Required Lenders in their sole discretion), Administrative Agent has received complete drafts of each material document, instrument and agreement to be executed in

connection with that Acquisition together with all lien search reports and lien release letters and other documents the Required Lenders reasonably requires to evidence the termination of Liens on the assets, business, or division to be acquired;

(v) the execution versions of all of the documents referenced in clause (h) shall not have materially changed from the drafts provided pursuant to clause (h);

(w) consents have been obtained in favor of Collateral Agent or the Lenders, as applicable, to the collateral assignment of rights and indemnities under the related Acquisition documents and opinions of counsel for the Loan Parties and (if delivered to any Loan Party) the selling party in favor of Collateral Agent or the Lenders, as applicable, have been delivered;

(x) Borrower Representative has provided Administrative Agent with *pro forma* forecasted balance sheets, profit and loss statements, and cash flow statements of the Consolidated Group, all prepared on a basis consistent with the historical financial statements of the Consolidated Group, subject to adjustments to reflect projected consolidated operations following the Acquisition;

(y) Borrower Representative has provided Administrative Agent with reasonable calculations evidencing that on a *pro forma* basis created by adding the historical combined financial statements of the Consolidated Group (including the combined financial statements of any other Person or assets that were the subject of a prior Permitted Acquisition during the relevant period) to the historical consolidated financial statements of the entity to be acquired (or the historical financial statements related to the division, business or assets to be acquired) pursuant to the Acquisition, subject to adjustments to reflect projected consolidated operations following the Acquisition, the Consolidated Group is projected to be in compliance with the financial covenants set forth in Section 11.12 for each of the four Fiscal Quarters ended one year after the proposed date of consummation of that Acquisition;

(z) the provisions of Section 10.9 have been satisfied, including, without limitation, simultaneously with the closing of such Acquisition, by having the target company (if such Acquisition is structured as a purchase of equity) or the Loan Party (if such Acquisition is structured as a purchase of assets or a merger and a Loan Party is the surviving entity) execute and deliver to Administrative Agent (but in any case subject to the terms and conditions of the Reference Subordination Agreement), (i) such documents necessary to grant to Collateral Agent or the Lenders, as applicable, a first priority Lien (subject only to Permitted Liens and to the Reference Subordination Agreement), in all of the assets of such target company or surviving company, and their respective Subsidiaries, each in form and substance satisfactory to the Required Lenders in their discretion, and (ii) an unlimited Guaranty of the Obligations, or at the option of the Required Lenders in their discretion, a joinder agreement in the form of Exhibit B in their discretion in which such target company or surviving company, and their respective Subsidiaries become, Loan Parties under this Agreement and assume primary, joint and several liability for the Obligations;

(aa) if the Acquisition is structured as a merger, a Loan Party is the surviving entity (or if a Borrower is a party to the Acquisition, a Borrower);

(bb) to the extent readily available to Borrowers, Borrower Representative has provided the Required Lenders with all other information with respect to that Acquisition as reasonably requested by Administrative Agent (including, without limitation, if reasonably requested by the Required Lenders, one or more third-party due-diligence reports and quality-of-earnings reports); and

(cc) Borrower Representative delivers to Administrative Agent, no later than 5 Business Days prior to the Acquisition, a certificate signed by a Senior Officer of Borrowers and in form and substance satisfactory to the Required Lenders in their discretion stating that the Acquisition is a "Permitted Acquisition" and demonstrating compliance with the foregoing requirements.

"Permitted Asset Disposition" (a) the sale or lease of Inventory in the ordinary course of business and dispositions of Inventory that is unmerchantable or unsaleable, in the ordinary course of business, (b) the disposition of surplus, worn-out or obsolete Equipment in the ordinary course of business, (c) the disposition of past-due Accounts in connection with the compromise, settlement or collection thereof in the ordinary course of business, (d) the disposition of cash and Cash Equivalent Investments in the ordinary course of business and for fair market value, (e) Permitted Investments and Permitted Tax Distributions, (f) the transfer of property by a Subsidiary of a Loan Party or a Loan Party to another Loan Party (other than Intermediate Holdings), (g)(i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property in the ordinary course of business, and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business, (h) the licensing of intellectual property pursuant to non-exclusive licenses entered into in the ordinary course of business and not interfering in any material respect with the ordinary course of business of the Borrowers taken as a whole, (i) the lapse, abandonment, or disposition, in the ordinary course of business, of any intellectual property rights that are no longer material to the conduct of the business of the Loan Parties, or expiration of any patent or copyright in accordance with its statutory term, (j) Permitted Factoring Dispositions; (k) any disposition of AGS Alpama Global Services UK Ltd. and any disposition of Alpama Global Services SLU (including its branch in Portugal), and (l) the sale or other disposition of other assets, in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 in any Fiscal Year.

"Permitted Debt" means Debt expressly permitted under this Agreement pursuant to Section 11.1.

"Permitted Earn-out Obligations" means, collectively, (a) all Permitted Existing Earn-out Obligations and (b) all Permitted Future Earn-out Obligations, in each case determined assuming the maximum amount payable in connection with any such Earn-out Obligations.

"Permitted Earn-out Payments" means (a) the payment of all Permitted Existing Earn-out Obligations that are payable solely in Equity Interests, as and when due and payable under the Acquisition documents related thereto, (b) the payment of all Permitted Existing Earn-out Obligations that are payable solely in cash or cash Equivalents, as and when due and payable

under the Acquisition documents related thereto, but in the case of this clause (b) solely as long as the Payment Conditions are met with respect thereto, and (c) the payment of all Permitted Future Earn-out Obligations, as and when due and payable under the Acquisition documents related thereto, to the extent such payment is permitted under the Subordination Agreement entered into with respect thereto.

"Permitted Existing Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred prior to the Closing Date set forth on Schedule 11.1(e), whether payable in Equity Interests or cash or Cash Equivalents.

"Permitted Factoring Dispositions" means the disposition of Accounts via a factoring arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored and not been paid by the account debtor thereof shall not exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 at any one time outstanding.

"Permitted Future Earn-out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after the Closing Date, whether payable in Equity Interests or cash or Cash Equivalents, as long as such Earn-out Obligations constitute Subordinated Debt subject to a Subordination Agreement and the aggregate amount of such Earn-out Obligations payable in cash or Cash Equivalent Investments does not exceed (i) U.S.$6,000,000 in connection with any single Acquisition (or series of related Acquisitions) and (ii) U.S.$15,000,000 for all Acquisitions after the Closing Date.

"Permitted Holders" means (i) Macfran S.A. de C.V., (ii) Invertis, SA de CV, (iii) Diego Zavala (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Investment" means any investment permitted under Section 11.9.

"Permitted Investor Debt" shall mean all indebtedness incurred under the Investor Debt Promissory Note, in a maximum aggregate amount not to exceed U.S.$8,000,000 (or the Peso Equivalent thereof) at any time.

"Permitted Investor Debt Payments" shall mean, solely as long as the Payment Conditions are met with respect thereto, the payment to the Investor Debt Noteholder of (a) regularly scheduled interest payments, as and when due and payable under the Investor Debt Promissory Note, and (b) solely on or after January 1, 2022, regularly scheduled payments of principal of the Permitted Investor Debt (for the avoidance of doubt, excluding any prepayments), as and when due and payable under the Investor Debt Promissory Note.

"Permitted Lien" means a Lien expressly permitted under this Agreement pursuant to Section 11.2.

"Permitted Tax Distributions" means cash dividends or cash distributions made by the Loan Parties and their Subsidiaries to Intermediate Holdings and by Intermediate Holdings to its members, in each case, to permit them (or a direct or indirect owner of such members) to pay any Tax liabilities that are attributable to the ownership or operations of the Loan Parties and their Subsidiaries.

"Person" means any natural person, corporation, partnership, trust, limited liability company, association, Governmental Authority, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pesos" or "MXN" means the lawful currency of Mexico.

"Peso/Dollar Reference Exchange Rate" means an exchange rate of MXN21.00 Pesos for each Dollar.

"Peso Commitments" means, as to each Peso Lender, its obligation to make Peso Loans to the Borrowers pursuant to Section 2.1(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Peso Lender's name on Annex A or in the Assignment Agreement pursuant to which such Peso Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Peso Equivalent" means, with respect to any amount in Dollars, the amount, determined by reference to the Conversion Rate as of any date of determination, of Pesos that could be purchased with such amount of Dollars on such date.

"Peso Lender" means at any time, (a) any Lender that has a Peso Commitment at such time and (b) if the Commitments of the Peso Lenders to make Peso Loans have been terminated pursuant to Section 6.1 or Section 6.2 or, if the Aggregate Commitments have expired, any Lender that holds a Peso Loan at such time.

"Peso Loan" means a Tranche A-2 Loan and/or a Tranche B-2 Loan, as the context may require.

"PPP Borrowers" means AgileThought LLC, 4th Source, LLC, AN USA and AGS Alpama Global Services USA, LLC.

"PPP Loan Account" means the Deposit Account in which proceeds from the PPP Loans have been deposited.

"PPP Loans" means unsecured "Paycheck Protection Program" loans in an aggregate principal amount of $9,270,009 incurred by the PPP Borrowers and advanced by (i) any Governmental Authority (including the SBA) or any other Person acting as a financial agent of a Governmental Authority or (ii) any other Person to the extent such Debt under this clause (ii) is guaranteed by a Governmental Authority (including the SBA), in each case, pursuant to the CARES Act.

"PPP Unforgiven Loans" means that amount of the PPP Loans that (x) has been determined by the lender of the PPP Loans (or the SBA) to be ineligible for forgiveness pursuant to the provisions of the CARES Act; or (y) is not included in any application for such forgiveness submitted in accordance with the CARES Act within the time period specified in Section 10.14(b).

"Proceeding" or "proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator

"Pro Rata Share" means:

(dd) with respect to a Lender's obligation to make Loans of any Type and right to receive payments of interest, fees, and principal with respect thereto, (i) prior to the Commitments being terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment to make Loans of such Type plus the Dollar Amount of the unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders required to make Loans of such Type plus the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Type of all Lenders, and (ii) from and after the time the Commitments to make Loans of such Type have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Typeof all Lenders; and

(ee) with respect to all other matters as to a particular Lender, (i) prior to the time that the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment (if any), plus the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders, plus the Dollar Amount of the aggregate unpaid principal amount all Loans of all Lenders, and (ii) if the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of all Lenders.

"Purchase Money Debt" means Debt (other than the Obligations) (a) that is incurred at the time of, or within 20 days following, an acquisition of Equipment, and (b) evidences the deferred purchase price thereof.

"Registration Rights Agreement" means a registration rights agreement (as may be amended, restated or otherwise modified from time to time), entered into by and among the Borrowers, the Lenders and any other parties thereto, granting registration rights with respect to the Conversion Payment Shares, which specifically states that it is a "Registration Rights Agreement" for purposes of this Agreement.

"Regulation D" means Regulation D of the FRB.

"Regulation U" means Regulation U of the FRB.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued thereunder as to which the PBGC has not waived the notification requirement of Section 4043(a), or the failure of a Pension Plan to meet the minimum funding standards of Section 412 of the Code (without regard to whether the Pension Plan is a plan described in Section 4021(a)(2) of ERISA) or under Section 302 of ERISA.

"Required Lenders" means, at any time, Lenders whose Pro Rata Shares exceed 60% as determined pursuant to clause (b) of the definition of "Pro Rata Share;" provided that the Pro Rata Shares held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means, with respect to any Person, the common law and any federal, state, local, foreign, multinational, or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements, or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject, including, without limitation, all health care laws, the Sherman Act (15 U.S.C. § 1); Section 5 of the Federal Trade Commission Act (15 U.S.C. § 45); and the Clayton Act (15 U.S.C. §§ 13, 14 & 18).

"Sanction(s)" means any international economic sanction administered or enforced by the United States Government, including OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"SBA" means the U.S. Small Business Administration.

"SEC" means the Securities and Exchange Commission or any other Governmental Authority succeeding to any of the principal functions thereof.

"Segregated Account" means the account maintained by the trustee under the Faktos/Facultas Trust Documents at Banco Invex, S.A. de C.V., which account secures the obligation to make certain earn-out payments in connection with the acquisition of Faktos INC, S.A.P.I. de C.V. and Facultas Analytics, S.A.P.I. de C.V.

"Senior Credit Facility" means any extension of credit to IT Global Holding LLC, 4th Source, LLC, AN Extend, S.A. de C.V. and AgileThought, LLC pursuant to the amended and restated credit agreement dated as of July 18, 2019, among IT Global Holding LLC and 4th Source, LLC and AgileThought, LLC, as borrowers, the Holding Companies, the other Loan Parties party thereto and Monroe Capital Management Advisors, LLC as administrative agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Credit Facility Documents" means the definitive documentation evidencing the Senior Credit Facility, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Officer" means, with respect to any Loan Party, any of the president, chief executive officer, the chief financial officer, or the treasurer of that Loan Party.

"Specified Permitted Debt" means any Permitted Debt permitted under Section 11.1, other than Permitted Debt permitted under Section 11.1(f) or (o).

"Specified Permitted Investment" means any Permitted Investment permitted under Section 11.9(a), (c), (d), (f), (g), or (k).

"Subordinated Debt" means, collectively, any unsecured Debt of Loan Parties and their Subsidiaries which is subject to a Subordination Agreement.

"Subordination Agreement" means (a) the subordination terms and covenants set forth in the Master Intercompany Note, and (b) any other subordination agreement or terms and covenants set forth in documents evidencing Subordinated Debt that are executed by a holder of Subordinated Debt in favor of Administrative Agent and the Lenders from time to time on or after the Closing Date, in the cases of clauses (a) and (b) in form and substance and on terms and conditions satisfactory to the Required Lenders in their discretion.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, outstanding Equity Interests having more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context clearly otherwise requires, each reference to Subsidiaries in this Agreement refers to Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries) of the Loan Parties.

"Swap Obligation" means, with respect to a Loan Party, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

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

"Termination Date" means the earlier of November 29, 2021 and the date on which the Aggregate Commitments shall have been entirely utilized or terminated in accordance with this Agreement.

"Termination Event" means, with respect to a Pension Plan that is subject to Title IV of ERISA, (a) a Reportable Event, (b) the withdrawal of any Loan Party or any other member of its Controlled Group from such Pension Plan during a plan year in which any Borrower or any other member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or was deemed such under Section 4068(f) of ERISA, (c) the termination of such Pension Plan, the filing of a notice of intent to terminate the Pension Plan or the treatment of an amendment of such Pension Plan as a termination under Section 4041 of ERISA, (d) the institution by the PBGC of proceedings to terminate such Pension Plan or (e) any event or condition that might reasonably constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Pension Plan.

"Total Debt" means, on any date of determination, all Debt of the Consolidated Group on such day, determined on a consolidated basis in accordance with GAAP, but excluding (a) contingent obligations thereof in respect of Contingent Liabilities (except to the extent constituting (i) Contingent Liabilities thereof in respect of Debt of a Person other than any Loan Party, or (ii) Contingent Liabilities thereof in respect of undrawn letters of credit), (b) any Hedging Obligations thereof, (c) Debt of any Borrower to any other Borrower, to the extent subordinated to the Obligations pursuant to the Master Intercompany Note, (d) for avoidance of doubt, Permitted Earn-out Obligations to the extent that the amount thereof is not yet due and payable, and (e) the Obligations.

"Total Leverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP as of the last day of any Computation Period, the ratio of (a) Total Debt (excluding any the Permitted Investor Debt, indebtedness outstanding under the Exitus Debt Promissory Note, Permitted Earn-out Obligations and the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility) thereof as of such day, to (b) EBITDA thereof for the Computation Period ending on such day. Notwithstanding anything to the contrary herein, solely for the purposes of determining compliance with Section 11.12.2, "Total Debt" shall not include any amount of the PPP Loans other than PPP Unforgiven Loans.

"Total Plan Liability" means, at any time, the present value of all vested and unvested accrued benefits under all Pension Plans, determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"Tranche A-1 Commitment" means, as to any Tranche A-1 Lender, such Lender's commitment to make Tranche A-1 Loans on the Closing Date under this Agreement. The amount of each Tranche A-1 Lender's Tranche A-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders as of the Closing Date is U.S.$3,000,000.

"Tranche A-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-1 Loan at such time.

"Tranche A-1 Loan" means an extension of credit in Dollars made by a Tranche A-1 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-1 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche A-1 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-1 Lender evidencing Tranche A-1 Loans made by such Tranche A-1 Lender, substantially in the form of Exhibit D.

"Tranche A-2 Commitment" means, as to any Tranche A-2 Lender, such Lender's commitment to make Tranche A-2 Loans on the Closing Date under this Agreement. The amount of each Tranche A-2 Lender's Tranche A-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders as of the Closing Date is MXN$120,000,000.

"Tranche A-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-2 Loan at such time.

"Tranche A-2 Loan" means an extension of credit in Pesos made by a Tranche A-2 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-2 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche A-2 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-2 Lender evidencing Tranche A-2 Loans made by such Tranche A-2 Lender, substantially in the form of Exhibit E.

"Tranche B-1 Commitment" means, as to any Tranche B-1 Lender, such Lender's commitment to make Tranche B-1 Loans on the Closing Date under this Agreement. The amount of each Tranche B-1 Lender's Tranche B-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders as of the Closing Date is the equivalent in Dollars of MXN$71,524,492.12 determined

by reference to the Conversion Rate as of the Closing Date, which amount in Dollars will be specified in the Funds Flow Memorandum.

"Tranche B-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-1 Loan at such time.

"Tranche B-1 Loan" means an extension of credit in Dollars made by a Tranche B-1 Lender to Ultimate Holdings]pursuant to this Agreement.

"Tranche B-1 Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche B-1 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-1 Lender evidencing Tranche B-1 Loans made by such Tranche B-1 Lender, substantially in the form of Exhibit F.

"Tranche B-2 Commitment" means, as to any Tranche B-2 Lender, such Lender's commitment to make Tranche B-2 Loans on the Closing Date under this Agreement. The amount of each Tranche B-2 Lender's Tranche B-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders as of the Closing Date is MXN$78,446,203.

"Tranche B-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-2 Loan at such time.

"Tranche B-2 Loan" means an extension of credit in Pesos made by a Tranche B-2 Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche B-2 Maturity Date" means the latest of (a) March 15, 2023 (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche B-2 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-2 Lender evidencing Tranche B-2 Loans made by such Tranche B-2 Lender, substantially in the form of Exhibit G.

"Tranche C Commitment" means, as to any Tranche C Lender, such Lender's commitment to make Tranche C Loans on the Closing Date under this Agreement. The amount of each Tranche C Lender's Tranche C Commitment as of the Closing Date is set forth on Annex

A. The aggregate amount of the Tranche C Commitments of all Tranche C Lenders as of the Closing Date is U.S.$4,000,000.

"Tranche C Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche C Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche C Loan at such time.

"Tranche C Loan" means an extension of credit in Dollars made by a Tranche C Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche C Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche C Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche C Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche C Lender evidencing Tranche C Loans made by such Tranche C Lender, substantially in the form of Exhibit H.

"Tranche D Commitment" means, as to any Tranche D Lender, such Lender's commitment to make Tranche D Loans on the Closing Date under this Agreement. The amount of each Tranche D Lender's Tranche D Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche D Commitments of all Tranche D Lenders as of the Closing Date is U.S.$500,000.00.

"Tranche D Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche D Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche D Loan at such time.

"Tranche D Loan" means an extension of credit in Dollars made by a Tranche D Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche D Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche D Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche D Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche D Lender evidencing Tranche D Loans made by such Tranche D Lender, substantially in the form of Exhibit I.

"Tranche E Commitment" means, as to any Tranche E Lender, such Lender's commitment to make Tranche E Loans on the Amendment No. 1 Effective Date under this Agreement. The amount of each Tranche E Lender's Tranche E Commitment as of the Amendment No. 1 Effective Date is set forth on Annex A. The aggregate amount of the Tranche

E Commitments of all Tranche E Lenders as of the Amendment No. 1 Effective Date is U.S.$200,000.

"Tranche E Lender" means (a) at any time on or prior to the Amendment No. 1 Effective Date, any Lender that has a Tranche E Commitment at such time and (b) at any time after the Amendment No. 1 Effective Date, any Lender that holds a Tranche E Loan at such time.

"Tranche E Loan" means an extension of credit in Dollars made by a Tranche E Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche E Maturity Date" means the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche E Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Tranche E Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche E Lender evidencing Tranche E Loans made by such Tranche E Lender, substantially in the form of Exhibit K.

"Type" means, with respect to a Loan, its character as a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Loan, a Tranche C Loan, a Tranche D Loan or a Tranche E Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Ultimate Holdings" as defined in the preamble to this Agreement.

"Unfunded Liability" means the amount (if any) by which the present value of all vested and unvested accrued benefits under all Pension Plans exceeds the fair market value of all assets allocable to those benefits, all determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.

"United States" and "U.S." mean the United States of America.

"Warrants" means (a) the warrants issued by LIVK in connection with its initial public offering of units (the "IPO") to buyers of its units in the IPO and (b) the warrants issued by LIVK to its sponsor, LIV Capital Acquisition Sponsor, L.P., in a private placement occurring substantially concurrently with the IPO.

"Wholly-Owned Subsidiary" means, as to any Person, a Subsidiary all of the Equity Interests of which (except directors' qualifying Equity Interests) are at the time directly or indirectly owned by that Person and/or another Wholly-Owned Subsidiary of that Person. Unless the context otherwise requires, each reference to Wholly-Owned Subsidiaries in this

Agreement refers to Wholly-Owned Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries) of the Loan Parties.

"Working Capital" means, at any date of determination thereof with respect to any Person, the remainder (which may be a negative number) of (a) the total assets of such Person and its Subsidiaries (other than cash and Cash Equivalent Investments) which may properly be classified as current assets on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP minus (b) the total liabilities of such Person and its Subsidiaries which may properly be classified as current liabilities (other than the current portion of any Loans) on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "in its discretion" means "in its sole and absolute discretion." The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Agents, Loan Parties, the Lenders and the other parties hereto and thereto and are the products of all parties. Accordingly, they

shall not be construed against the Agents or the Lenders merely because of the Agents' or Lenders' involvement in their preparation.

(h) If any delivery due date specified in Section 10.1 for the delivery of reports, certificates and other information required to be delivered pursuant to Section 10.1 falls on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day.

(i) A Default or Event of Default will be deemed to have occurred and exist at all times during the period commencing on the date that Default or Event of Default occurs to the date on which that Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement, and an Event of Default will "continue" or be "continuing" until that Event of Default has been waived in writing by the Required Lenders.

Section 1.3 Accounting and Other Terms.

(a) Unless otherwise expressly provided in this Agreement, each accounting term used in this Agreement has the meaning given it under GAAP applied on a basis consistent with those used in preparing the financial statements and using the same inventory valuation method as used in the financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in that change, the change is disclosed to Administrative Agent, and Section 11.12 is amended in a manner satisfactory to Administrative Agent to take into account the effects of the change. All financial statements delivered pursuant to this Agreement shall be prepared in the English language and Dollars.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and any of the Borrowers, the Required Lenders shall so request, with notice to the Administrative Agent, the Lenders and the Borrower Representative on behalf of the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders). Notwithstanding anything to the contrary contained in this paragraph or the definition of "Capital Lease," or "Capital Lease Obligations" in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that they were in existence on the Closing Date) that would constitute Capital Leases or Capital Lease Obligations in accordance with GAAP on December 31, 2018 shall be considered Capital Leases or Capital Lease Obligations, as applicable, and all calculations and deliverables under this Agreement or any other Loan Document shall be made in accordance therewith; provided, that, for the avoidance of doubt, all leases entered into after December 31, 2018 shall be capitalized, except to the extent that any such lease is a renewal, extension or replacement of any lease entered into or prior to December 31, 2018.

(c) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC and which are not otherwise defined in this Agreement have the same meanings in this Agreement as set forth therein, except that terms used in this Agreement which are defined in the UCC as in effect in the State of New York on the date of this Agreement will

continue to have the same meaning notwithstanding any replacement or amendment of that statute except as Administrative Agent may otherwise determine

Section 1.4 Classification of Loans1.4.1 . For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Tranche A-1 Loan").

ARTICLE II

COMMITMENTS OF THE LENDERS; BORROWING PROCEDURES

Section 2.1 Loans.

(a) Each Tranche A-1 Lender agrees to make a Tranche A-1 Loan in Dollars to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders. The Tranche A-1 Commitments of the Tranche A-1 Lenders to make Tranche A-1 Loans shall expire concurrently with the making of the Tranche A-1 Loans on the Closing Date.

(b) Each Tranche A-2 Lender agrees to make a Tranche A-2 Loan in Pesos to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders. The Tranche A-2 Commitments of the Tranche A-2 Lenders to make Tranche A-2 Loans shall expire concurrently with the making of the Tranche A-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(c) Each Tranche B-1 Lender agrees to make a Tranche B-1 Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders. The Tranche B-1 Commitments of the Tranche B-1 Lenders to make Tranche B-1 Loans shall expire concurrently with the making of the Tranche B-1 Loans on the Closing Date.

(d) Each Tranche B-2 Lender agrees to make a Tranche B-2 Loan in Pesos to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders. The Tranche B-2 Commitments of the Tranche B-2 Lenders to make Tranche B-2 Loans shall expire concurrently with the making of the Tranche B-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Each Tranche C Lender agrees to make a Tranche C Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche C Commitments of all Tranche C Lenders. The Tranche C Commitments of the Tranche C Lenders to make Tranche C Loans shall expire concurrently with the making of the Tranche C Loans on the Closing Date.

(f) Each Tranche D Lender agrees to make a Tranche D Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche D Commitments of all Tranche D Lenders. The Tranche D Commitments of the Tranche D Lenders to make Tranche D Loans shall expire concurrently with the making of the Tranche D Loans on the Closing Date.

(g) Each Tranche E Lender agrees to make a Tranche E Loan in Dollars to Ultimate Holdings on the Amendment No. 1 Effective Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche E Commitments of all Tranche E Lenders. The Tranche E Commitments of the Tranche E Lenders to make Tranche E Loans shall expire concurrently with the making of the Tranche E Loans on the Amendment No. 1 Effective Date.

(h) Amounts repaid with respect to any of the Loans may not be reborrowed.

Section 2.2 Borrowing Procedures.

(a) The Borrower Representative shall give written notice (each such written notice, a "Notice of Borrowing") to Administrative Agent and each Lender of the proposed borrowing not later than 10:00 A.M. (Mexico, City time) three Business Days prior to the proposed date of that borrowing (or such shorter period acceptable to the Administrative Agent). Each such notice will be effective upon receipt by Administrative Agent, will be irrevocable, and must specify the proposed Closing Date (which date shall be a Business Day prior to the Termination Date), or with respect to the borrowing of Tranche E Loans, the proposed Amendment No. 1 Effective Date, and amount of the requested borrowing. Except as otherwise agreed in a flow of funds memorandum in form and substance acceptable to the Administrative Agent and the Lenders (a "Funds Flow Memorandum") on the Closing Date, or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date, each Lender shall provide Administrative Agent with immediately available funds covering that Lender's Pro Rata Share of that borrowing so long as the applicable Lender has not received written notice that the conditions precedent set forth in Article XII with respect to that borrowing have not been satisfied. Except as otherwise agreed in a Funds Flow Memorandum, after the Administrative Agent's receipt of the proceeds of the applicable Loans from the Lenders, the Administrative Agent shall make the proceeds of those Loans available to the applicable Borrower on the Closing Date (or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date) by transferring to the applicable Borrower immediately available funds equal to the proceeds received by the Administrative Agent. There shall be a single borrowing of the Loans hereunder.

(b) Funding Losses. In connection with each Loan, each Borrower shall jointly and severally indemnify, defend, and hold the Administrative Agent and the Lenders harmless against any loss, cost, or expense actually incurred by the Administrative Agent or any Lender as a result of the failure to borrow any Loan on the date specified by the Borrower Representative in a Notice of Borrowing (other than as a result of any failure of any Lender to make such Loan to the extent required by this Agreement that a court of competent jurisdiction finally determines to have resulted from gross negligence, willful misconduct, or bad faith of

such Lender) (such losses, costs, or expenses, "Funding Losses"). A certificate of the Administrative Agent or a Lender delivered to the Borrower Representative setting forth in reasonable detail any amount or amounts that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 2.2.2 shall be conclusive absent manifest error. Borrowers shall pay such amount to the Administrative Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate.

Section 2.3 Commitments Several. The failure of any Lender to make a requested Loan on any date shall not relieve any other Lender of its obligation (if any) to make a Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Loan to be made by such other Lender. Anything herein to the contrary notwithstanding, the Tranche A-1 Lenders, Tranche A-2 Lenders, Tranche B-1 Lenders and Tranche B-2 Lenders shall be relieved from their obligations to make Loans hereunder in case of failure by the Tranche C Lenders and the Tranche D Lenders to make Tranche C Loans and Tranche D Loans in an aggregate principal amount of at least U.S.$4,000,000, hereunder.

Section 2.4 Certain Conditions. No Lender shall have an obligation to make any Loan if an Event of Default or Default has occurred and is continuing.

Section 2.5 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions will apply for so long as that Lender is a Defaulting Lender:

(a) Any amount payable to a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, or otherwise and including any amount that would otherwise be payable to that Defaulting Lender pursuant to Section 7.5 but excluding Article VIII) will, in lieu of being distributed to that Defaulting Lender, be retained by the Administrative Agent and, subject to any applicable requirements of law, be applied as follows at such time or times as the Administrative Agent determines: (i) first, to the payment of any amounts owing by that Defaulting Lender to the Agents under this Agreement; (ii) second, *pro rata*, to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; (iii) third, if so determined by the Administrative Agent and the Borrowers, held as cash collateral for future funding obligations of the Defaulting Lender under this Agreement; (iv) fourth, *pro rata*, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Borrower or any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and (v) fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. If any such payment is a prepayment of the principal amount of any Loans and made at a time when the conditions set forth in Section 12.2 are satisfied, then that payment will be applied solely to prepay the Loans of all Lenders that are not Defaulting Lenders *pro rata* prior to being applied to the prepayment of any Loans of any Defaulting Lender.

(b) If the Administrative Agent and the Borrowers each agrees that a Defaulting Lender has adequately remedied all matters that caused that Lender to be a Defaulting

Lender, then that Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent determines is necessary in order for that Lender to hold those Loans in accordance with its Pro Rata Share (as determined pursuant to clause (a) of the definition of "Pro Rata Share"). No Defaulting Lender will have any right to approve or disapprove any amendment, waiver, consent, or any other action the Lenders or the Required Lenders have taken or may take under this Agreement (including any consent to any amendment or waiver pursuant to Section 15.1) but any waiver, amendment, or modification requiring the consent of all Lenders or each directly affected Lender that affects a Defaulting Lender differently than other affected Lenders will require the consent of that Defaulting Lender.

ARTICLE III

EVIDENCING OF LOANS

Section 3.1 Notes. Each Tranche A-1 Loan shall be evidenced by a Tranche A-1 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (ii) each Tranche A-2 Loan shall be evidenced by a Tranche A-2 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (iii) each Tranche B-1 Loan shall be evidenced by a Tranche B-1 Note, executed by Ultimate Holdings as issuer; (iv) each Tranche B-2 Loan shall be evidenced by a Tranche B-2 Note, executed by Ultimate Holdings as issuer; (v) each Tranche C Loan shall be evidenced by a Tranche C Note, executed by Ultimate Holdings as issuer; (vi) each Tranche D Loan shall be evidenced by a Tranche D Note, executed by Ultimate Holdings as issuer; and (vii) each Tranche E Loan shall be evidenced by a Tranche E Note, executed by Ultimate Holdings as issuer. The Notes shall be delivered to each Lender for the benefit of such Lender on or before the Closing Date (or with respect to Tranche E Notes, on or before the Amendment No. 1 Effective Date), appropriately completed. Each Loan and interest thereon shall at all times (including after assignment pursuant to Section 15.6) be represented by one or more Notes in such form payable to the payee named therein. Each Lender shall be entitled to have its Notes substituted, exchanged or subdivided for Notes of lesser denominations in connection with a permitted assignment of all or any portion of such Lender's Loans and Notes pursuant to Section 15.6. In case of theft, partial or complete destruction or mutilation of any Note, the relevant Lender shall be entitled to request to the Borrowers, and the Borrowers shall promptly (but in any event within ten days of such notice) execute and deliver in lieu thereof a new Note, dated the same date as the lost, stolen, destructed or mutilated Note.

Section 3.2 Recordkeeping. The Administrative Agent, on behalf of each Lender, shall record in its records, the date and amount of each Loan made by each Lender and each repayment or conversion (if permissible) thereof. The aggregate unpaid principal amount so recorded will be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount will not, however, limit or otherwise affect the Obligations of the Borrowers under this Agreement or under any Note to repay the principal amount of the Loans under this Agreement, together with all interest accruing thereon.

ARTICLE IV

INTEREST

Section 4.1 Interest Rates.

(a) (i) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-1 Loan for the period commencing on the date that Tranche A-1 Loan is made until that Tranche A-1 Loan is paid in full at a rate per annum equal to 11.00%; (ii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-2 Loan for the period commencing on the date that Tranche A-2 Loan is made until that Tranche A-2 Loan is paid in full at a rate per annum equal to 17.41%; (iii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-1 Loan for the period commencing on the date that Tranche B-1 Loan is made until that Tranche B-1 Loan is paid in full at a rate per annum equal to 11.00%; (iv) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-2 Loan for the period commencing on the date that Tranche B-2 Loan is made until that Tranche B-2 Loan is paid in full at a rate per annum equal to 17.41%; (v) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche C Loan for the period commencing on the date that Tranche C Loan is made until that Tranche C Loan is paid in full at a rate per annum equal to 11.00%; (vi) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche D Loan for the period commencing on the date that Tranche D Loan is made until that Tranche D Loan is paid in full at a rate per annum equal to 11.00%; and (vii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche E Loan for the period commencing on the Amendment No. 1 Effective Date until that Tranche E Loan is paid in full at a rate per annum equal to 11.00%.

As between AgileThought Mexico and the Peso Lenders only, and for information purposes only, the interest rate applicable to the Peso Loans has been agreed giving due regard to factors that would make the rate the substantial equivalent to the interest rate applicable to the Dollar Loans.

(b) Notwithstanding the foregoing, at any time an Event of Default exists, the interest rate applicable to each Loan will be increased by 2% during the existence of an Event of Default (and, in the case of Obligations not bearing interest, those Obligations will, during the existence of an Event of Default, bear interest at the highest interest rate applicable to the Loans plus 2%), but any such increase may be rescinded by Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections 13.1.1 or 13.1.4, the increase provided for in this Section 4.1 will occur automatically. In no event will interest payable by the Borrowers to any Lender under this Agreement exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, then that provision will be deemed modified to limit that interest to the maximum rate permitted under that law.

Section 4.2 Interest Payment Dates; Payment-in-Kind.

(a) Tranche A-1 Loans.

(i) Accrued interest on each Tranche A-1 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-1 Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-1 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-1 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-1 Loans, and such interest amount (together with any principal of the Tranche A-1 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-1 Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-1 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-1 Loan maintained by such Tranche A-1 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-1 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-1 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-1 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-1 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-1 Loans as provided in this Section 4.2(a)(ii).

(b) Tranche A-2 Loans.

(i) Accrued interest on each Tranche A-2 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-2 Loans shall be payable on demand. Funds due in pesos will be deposited to an account

with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-2 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-2 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-2 Loans, and such interest amount (together with any principal of the Tranche A-2 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-2 Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-2 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-2 Loan maintained by such Tranche A-2 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-2 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-2 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-2 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-2 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-2 Loans as provided in this Section 4.2(a)(ii).

(c) Tranche B-1 Loans.

(i) Accrued interest on each Tranche B-1 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-1 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount on account of interest on the Tranche B-1 Loans equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date

(other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans.

(d) Tranche B-2 Loans.

(i) Accrued interest on each Tranche B-2 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-2 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount on account of interest on the Tranche B-2 Loans equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Tranche C Loans.

(i) Accrued interest on each Tranche C Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche C Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche C Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche C Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche C Loans, and such interest amount (together with any principal of the Tranche C Loans prior to giving effect to the provisions of this Section 4.2(e)(ii)) thereafter shall form part of the Tranche C Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche C Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche C Loan maintained by such Tranche C Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is

due, the Tranche C Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche C Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche C Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche C Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche C Loans as provided in this Section 4.2(e)(ii).

(f) Tranche D Loans.

(i) Accrued interest on each Tranche D Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche D Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche D Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche D Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche D Loans, and such interest amount (together with any principal of the Tranche D Loans prior to giving effect to the provisions of this Section 4.2(f)(ii)) thereafter shall form part of the Tranche D Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche D Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche D Loan maintained by such Tranche D Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche D Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche D Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche D Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche D Lenders, duly

executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche D Loans as provided in this Section 4.2(f)(ii).

(g) Tranche E Loans.

(i) Accrued interest on each Tranche E Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche E Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche E Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche E Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche E Loans, and such interest amount (together with any principal of the Tranche E Loans prior to giving effect to the provisions of this Section 4.2(g)(ii)) thereafter shall form part of the Tranche E Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche E Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche E Loan maintained by such Tranche E Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche E Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche E Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche E Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche E Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche E Loans as provided in this Section 4.2(g)(ii).

(h) The provisions of this Section 4.2 represent the sole and entire agreement of the parties to capitalize interest and accept payment of interest other than in cash; provided, that such agreement is subject to the terms of the Reference Subordination Agreement. Any interest not capitalized and added to principal pursuant to Section 4.2 shall continue to be payable in cash in accordance with the terms of this Agreement and the Notes, and if unpaid when due, shall bear interest at the applicable rate provided in Section 4.1.

Section 4.3 Computation of Interest. Interest will be computed for the actual number of days elapsed on the basis of a year of 360 days.

Section 4.4 Intent to Limit Charges to Maximum Lawful Rate. In no event will any interest rate payable under this Agreement (including, without limitation, under Section 4.1 plus any other amounts paid in connection herewith), exceed the highest rate permissible under any law that a court of competent jurisdiction, in a final determination, deems applicable. Borrowers and the Lenders, in executing and delivering this Agreement, intend legally to agree upon the rates of interest and manner of payment stated within this Agreement; provided that, notwithstanding any provision of this Agreement to the contrary, if any such rate of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, each Borrower is and will be liable only for the payment of such maximum amount as is allowed by law, and payment received from such Borrower in excess of such legal maximum, whenever received, will be applied to reduce the principal balance of the Obligations to the extent of that excess.

ARTICLE V

FEES

Section 5.1 Fee Letters. Each Borrower jointly and severally agrees to pay to the Agents and to the Lenders all such fees and expenses as are mutually agreed to from time to time by the Borrower, the Agents and the Lenders, including, without limitation, the fees and expenses set forth in the Agents Fee Letter, in each case subject to the terms of the Reference Subordination Agreement. All fees payable under the Loan Documents shall be paid on the dates due, in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim. Fees paid under any Loan Document shall not be refundable under any circumstances.

Section 5.2 Facility Fee.

(a) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-1 Lenders, for their account (to be shared ratably among the Tranche A-1 Lenders), on the earliest of (i) the Tranche A-1 Maturity Date, (ii) the date on which the Tranche A-1 Loans are paid in full in cash, and (iii) the date on which the Tranche A-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-1 Facility Fee Payment Date"), a fee (the "Tranche A-1 Facility Fee"), in an amount equal to 1.75% of the Tranche A-1 Commitment. The Tranche A-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-1 Lenders on the Tranche A-1 Facility Fee Payment Date.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-2 Lenders, for their account (to be shared ratably among the Tranche A-2 Lenders), on the earliest of (i) the Tranche A-2 Maturity Date, (ii) the date on which the Tranche A-2 Loans are paid in full in cash, and (iii) the date on which the Tranche A-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche

A-2 Facility Fee Payment Date"), a fee (the "Tranche A-2 Facility Fee"), in an amount equal to 1.75% of the Tranche A-2 Commitment. The Tranche A-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-2 Lenders on the Tranche A-2 Facility Fee Payment Date.

(c) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-1 Lenders, for their account (to be shared ratably among the Tranche B-1 Lenders), on the earliest of (i) the Tranche B-1 Maturity Date, (ii) the date on which the Tranche B-1 Loans are paid in full in cash, and (iii) the date on which the Tranche B-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-1 Facility Fee Payment Date"), a fee (the "Tranche B-1 Facility Fee"), in an amount equal to 1.75% of the Tranche B-1 Commitment. The Tranche B-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-1 Lenders on the Tranche B-1 Facility Fee Payment Date.

(d) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-2 Lenders, for their account (to be shared ratably among the Tranche B-2 Lenders), on the earliest of (i) the Tranche B-2 Maturity Date, (ii) the date on which the Tranche B-2 Loans are paid in full in cash, and (iii) the date on which the Tranche B-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-2 Facility Fee Payment Date"), a fee (the "Tranche B-2 Facility Fee"), in an amount equal to 1.75% of the Tranche B-2 Commitment. The Tranche B-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-2 Lenders on the Facility Fee Payment Date.

(e) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche C Lenders, for their account (to be shared ratably among the Tranche C Lenders), on the earlier of (i) the Tranche C Maturity Date, (ii) the date on which the Tranche C Loans are paid in full in cash, and (iii) the date on which the Tranche C Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche C Facility Fee Payment Date"), a fee (the "Tranche C Facility Fee"), in an amount equal to 1.75% of the Tranche C Commitment. The Tranche C Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche C Lenders on the Facility Fee Payment Date.

(f) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche D Lenders, for their account (to be shared ratably among the Tranche D Lenders), on the earlier of (i) the Tranche D Maturity Date, (ii) the date on which the Tranche D Loans are paid in full in cash, and (iii) the date on which the Tranche D Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche D Facility Fee Payment Date"), a fee (the "Tranche D Facility Fee"), in an amount equal to 1.75% of the Tranche D Commitment. The Tranche D Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche D Lenders on the Facility Fee Payment Date.

(g) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche E Lenders, for their account (to be shared ratably among the Tranche E Lenders), on the earlier of (i) the Tranche E Maturity Date, (ii) the date on

which the Tranche E Loans are paid in full in cash, and (iii) the date on which the Tranche E Lenders exercise their rights under Article XVIII (such earlier date, the "Tranche E Facility Fee Payment Date"), a fee (the "Tranche E Facility Fee"), in an amount equal to 1.75% of the Tranche E Commitment. The Tranche E Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche E Lenders on the Facility Fee Payment Date.

ARTICLE VI

REDUCTION OR TERMINATION OF THE COMMITMENT; PREPAYMENTS.

Section 6.1 Reduction or Termination of the Commitment.

(a) The Borrowers may not reduce or terminate the Commitments.

(b) The Commitment of each Lender shall automatically terminate at 5:00 p.m. (Mexico City time) on the Termination Date.

Section 6.2 Prepayments.

6.2.1 Voluntary Prepayments. The Borrowers shall have the right at any time, and from time to time, to deliver a written notice to the Administrative Agent containing an offer by the Borrowers to prepay the Loans in whole or in part on a Business Day set forth in such notice (such date, a "Voluntary Prepayment Date") which is not earlier than ten days following the date on which such notice is actually received by the Administrative Agent (such date, a "Voluntary Prepayment Notice Date"), and the Lenders shall have the right to accept such offer in their sole and absolute discretion; provided that such offer may only be accepted to the extent that, (a) such prepayment is permitted under the Reference Subordination Agreement, and (b) the Borrowers shall have paid in full the fees set forth under Section 5.2. Any such notice to prepay the Loans shall be irrevocable and in case the Borrowers deliver such notice and the conditions under clauses (a) and (b) above are satisfied, the Loans shall become due and payable in full on the Voluntary Prepayment Date.

6.2.2 Mandatory Prepayments.

(a) Loans. Subject to the Reference Subordination Agreement, the Borrowers shall make a prepayment of the Loans until paid in full upon the occurrence of any of the following at the following times and in the following amounts:

(i) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Asset Disposition (other than from a Permitted Factoring Disposition), in an amount equal to 100% of such Net Cash Proceeds;

(ii) concurrently with the receipt by any Loan Party of any proceeds of any issuance of its Equity Interests (other than any such issuance of Equity Interests that is described in clause (i) of the definition of "Extraordinary Receipts"), in an amount equal to 100% of the Net Cash Proceeds thereof;

(iii) concurrently with the receipt by any Loan Party of any Extraordinary Receipts, in an amount equal to 100% of such Extraordinary Receipts; provided that, in the case of any event described in clause (b) of the definition of the term "Extraordinary Receipts," with respect to Extraordinary Receipts not to exceed U.S.$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Extraordinary Receipts from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Extraordinary Receipts, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iii) in respect of the Extraordinary Receipts specified in such certificate; provided, further, that to the extent any such Extraordinary Receipts therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Extraordinary Receipts that have not been so applied unless such 180-day period is extended by the Required Lenders; provided, further, that in the case of any event described in clause (i) of the definition of the term "Extraordinary Receipts" (but only to the extent that, at the time of receipt of such Extraordinary Receipts the cash on hand of the Loan Parties is less than U.S.$15,000,000) the amount of such Extraordinary Receipts required to be applied to make a prepayment of the Loans pursuant to this Section 6.2.2 shall be an amount equal to the positive difference between (A) the aggregate amount of such Extraordinary Receipts, and (B) the positive difference between (1) U.S.$15,000,000 and (2) the cash on hand of the Loan Parties as of the date of receipt of such Extraordinary Receipts; and

(iv) concurrently with the receipt of any Business Interruption Proceeds, in an amount equal to 100% of such Business Interruption Proceeds; provided that, with respect to Business Interruption Proceeds not to exceed U.S.$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Business Interruption Proceeds from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Business Interruption Proceeds, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties or to pay operating expenses of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iv) in respect of the Extraordinary Receipts specified in such certificate; provided, further, that to the extent any such Business Interruption Proceeds therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Business Interruption Proceeds that have not been so applied unless such 180-day period is extended by the Required Lenders.

Section 6.3 Manner and Application of Prepayments. All prepayments of the Loans under Section 6.2 shall be subject to the Reference Subordination Agreement and to Section 8.7 and shall be accompanied by payment of all accrued interest on the Loans (or portion thereof) being prepaid. All prepayments of the Loans will be applied on a *pro rata* basis to the Loans based on the Dollar Amount thereof.

Section 6.4 Repayments.

(a) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-1 Lenders the outstanding principal amount of each Tranche A-1 Loan on the Tranche A-1 Maturity Date.

(b) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-2 Lenders the outstanding principal amount of each Tranche A-2 Loan on the Tranche A-2 Maturity Date.

(c) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-1 Lenders the outstanding principal amount of each Tranche B-1 Loan on the Tranche B-1 Maturity Date.

(d) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-2 Lenders the outstanding principal amount of each Tranche B-2 Loan on the Tranche B-2 Maturity Date.

(e) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche C Lenders the outstanding principal amount of each Tranche C Loan on the Tranche C Maturity Date.

(f) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche D Lenders the outstanding principal amount of each Tranche D Loan on the Tranche D Maturity Date.

(g) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche E Lenders the outstanding principal amount of each Tranche E Loan on the Tranche E Maturity Date.

Section 6.5 Increase of Tranche B-1 and Tranche B-2 Loans Payment Amount.

(a) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans

(b) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans.

Section 6.6 Extension of Maturity.

(a) The Borrowing Agent may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not earlier than 45 days and not later than 35 days prior to the Maturity Date then in effect hereunder (the "Existing Maturity Date"), request that each Lender extend such Lender's Maturity Date for up to an additional 18 months from the Existing Maturity Date.

(b) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the Existing Maturity Date and not later than the date (the "Notice Date") that is 20 days prior to the Existing Maturity Date, advise the Administrative Agent whether or not such Lender agrees to such extension. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(c) The Administrative Agent shall notify the Borrowers of each Lender's determination under this Section no later than the date five days prior to the Existing Maturity Date (or, if such date is not a Business Day, on the following Business Day).

(d) As a condition precedent to any such extension, the Borrowing Agent shall deliver to the Administrative Agent (y) a certificate of each Loan Party dated as of the Existing Maturity Date (in sufficient copies for each Lender) signed by an authorized signatory of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such extension and (ii) certifying that, before and after giving effect to such extension, (A) the representations and warranties contained in Article IX and the other Loan Documents are true and correct on and as of the Existing Maturity Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 6.6, the representations and warranties contained in Section 9.4 shall be deemed to refer to the most recent statements furnished pursuant to Section 10.1.1 and Section 10.1.2, and (B) no Default or Event of Default exists, and *(z)* evidence in form and substance satisfactory to Administrative Agent and the Lenders that (i) each of the Mexican Collateral Agreements has been acknowledged and ratified by the parties thereto consenting to the extension of the Existing Maturity Date, and (ii) proper registration of the acknowledgement and ratification of each of the Mexican Collateral Agreements has been carried out before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and before the Mexican Industrial Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Agreement, respectively.

ARTICLE VII

MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES

Section 7.1 Making of Payments.

7.1.1 Borrowers shall make all payments of principal or interest on the Loans, and of all fees, to the Administrative Agent in immediately available funds to the account designated by the Administrative Agent for such purpose, not later than 12:00 P.M. (Mexico City time) on the date due, and funds received after that time shall be deemed to have been received by the Administrative Agent on the following Business Day, with the exception that funds due in pesos for the Peso Loans will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the date due. Borrowers shall make all payments to the Agents and the Lenders without set-off, counterclaim, recoupment, deduction, or other defense. Subject to Section 2.5, Administrative Agent shall promptly remit to each Lender and the Collateral Agent its share of all such payments received in collected funds by Administrative Agent for the account of such Lender and the Collateral Agent. Notwithstanding the foregoing, Borrowers shall make all payments under Section 8.1 directly to the Lender entitled thereto.

7.1.2 Except to the extent otherwise provided herein (i) each payment or prepayment of principal of the Loans shall be made for the account of the Lenders of each Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans, Tranche D Loans and Tranche E Loans, and within each Type shall be made for the account of the Lenders of such Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Loans of such Type held by the respective Lenders and (ii) each payment of interest by the Borrowers shall be made for the account of the Lenders of each Type *pro rata* in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans, Tranche D Loans and Tranche E Loans, and within each Type shall be made for account of the Lenders of such Type *pro rata* in accordance with the Dollar Amount of interest on the Loans of that same Type then due and payable to the Lenders of such Type.

Section 7.2 Application of Certain Payments.

7.2.1 So long as no Default or Event of Default has occurred and is continuing, mandatory prepayments shall be applied as set forth in Section 6.3.

7.2.2 Subject to any written agreement among Administrative Agent and the Lenders:

(a) [Reserved].

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent, acting upon the written direction of the Required Lenders, shall apply

all payments in respect of any Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement, as follows: (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay the Obligations in respect of any fees and indemnities then due and payable to the Lenders until paid in full; (iii) third, ratably to pay interest then due and payable in respect of the Loans until paid in full based on the Dollar Amount thereof; (iv) fourth, ratably to pay principal of the Loans until paid in full based on the Dollar Amount thereof; (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 7.2.2(b), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after, or that would have accrued but for, the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 7.2.2 and other provisions contained in any other Loan Document, it is the intention of the parties to this Agreement that all such priority provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 7.2.2 shall control and govern.

Section 7.3 Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day unless the result of that extension would cause such due date to occur in another calendar month, in which case such due date shall be the immediately preceding Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

Section 7.4 Setoff. All payments made by Borrowers hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. Each Borrower, for itself and each other Loan Party, agrees that each Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Borrower, for itself and each other Loan Party, agrees that at any time any Event of Default exists, each Agent and each Lender may apply to the payment of any Obligations of each Borrower and each other Loan Party under this Agreement, whether or not then due, any and all balances, credits, deposits, accounts, or moneys of each Borrower and each other Loan Party then or thereafter with that Agent or that Lender.

Section 7.5 Proration of Payments. Except as provided in Section 2.5, if any Lender obtains any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise), on account of principal of or interest on any Loan (but excluding (a) any payment pursuant to Section 8 or 15.6, or (b) payments of interest on any Affected Loan) in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account

of principal of and interest on the Loans, then held by them, then that Lender shall purchase from the other Lenders such participations in the Loans held by them as are necessary to cause that purchasing Lender to share the excess payment or other recovery ratably with each of them, but if all or any portion of the excess payment or other recovery is thereafter recovered from that purchasing Lender, then that purchase will be rescinded and the purchase price restored to the extent of that recovery.

Section 7.6 Taxes.

7.6.1 The Loan Parties shall make all payments under this Agreement or under any Loan Documents without setoff, counterclaim, or other defense. All payments under this Agreement or under the Loan Documents (including any payment of principal, interest, or fees and including, for the avoidance of doubt, any payment that results from the delivery of Conversion Payment Shares) to, or for the benefit, of any Person will be made by the Loan Parties free and clear of and without deduction or withholding for, or account of, any Taxes now or hereafter imposed by any taxing authority, except as required by applicable law.

7.6.2 If Borrowers make any payment (including, for the avoidance of doubt, that results from the exercise of the conversion rights under Article XVIII) under this Agreement or under any other Loan Document in respect of which any Borrower is required by applicable law to deduct or withhold any Taxes, then (i) the Borrower shall be entitled to deduct or withhold from such payment the amount of such Taxes, (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant taxing authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, the sum payable by such Borrower shall be increased such that after the reduction for the amount of Indemnified Taxes withheld (and any Indemnified Taxes withheld or imposed with respect to the additional payments required under this Section 7.6.2), the recipient of the payment receives an amount equal to the sum it would have received had no such withholding been made. To the extent Borrowers withhold any Taxes on payments under this Agreement or under any other Loan Document, Borrowers shall deliver to Administrative Agent within 30 days after Borrowers have made payment to that taxing authority a receipt issued by that taxing authority (or other evidence reasonably satisfactory to Administrative Agent) evidencing the payment of all amounts so required to be deducted or withheld from that payment.

7.6.3 If any Lender or Agent or other recipient is required by law to make any payments of any Indemnified Taxes on or in relation to any amounts received or receivable under this Agreement or under any other Loan Document, or any Indemnified Tax is assessed against a Lender or Agent or other recipient with respect to amounts received or receivable under this Agreement or under any other Loan Document, Borrowers will indemnify that Person against (i) that Indemnified Tax and (ii) any Indemnified Taxes imposed as a result of the receipt of the payment under this Section 7.6.3. A certificate prepared in good faith as to the amount of any such payment by that Lender or Agent or other recipient will, absent manifest error, be final, conclusive, and binding on all parties.

7.6.4 Notwithstanding anything to the contrary in Sections 7.6.2 and 7.6.3, the Borrowers shall in no event be required to pay the Tranche B-1 Lender or the Tranche B-2

Lender additional amounts under clause (iii) of Section 7.6.2 with respect to U.S. federal withholding Taxes ("U.S. Withholding Tax Additional Amounts") or to indemnify the Tranche B-1 Lender or the Tranche B-2 Lender under Section 7.6.3 against Indemnified Taxes that are U.S. federal withholding Taxes ("U.S. Withholding Tax Indemnity Payments") to the extent the sum of any U.S. Withholding Tax Additional Amounts and any U.S. Withholding Tax Indemnity Payments paid by the Borrowers to the Tranche B-1 Lender and the Tranche B-2 Lender exceeds, in the aggregate, U.S.$250,000.

7.6.5 i) Any Lender that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any Loan Document shall use its best efforts to deliver to the Borrower Representative and the Administrative Agent, such properly and completed executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payment to be made without withholding or at a reduced rate of withholding.

(b) Without limiting the generality of the foregoing:

(A) each Lender that is not a United States person within the meaning of Code Section 7701(a)(30) (a "Non-U.S. Lender") shall use its best efforts to deliver to Borrower Representative and Administrative Agent on the earlier of (i) the date that is six (6) months after the Closing Date (or in the case of a Lender that is an Assignee, on the date of the assignment) and (ii) the date of delivery of Conversion Payment Shares, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY (or any successor or other applicable form prescribed by the IRS) for each such Lender and, as applicable, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable form prescribed by the IRS) for each of its partners or other beneficial owners certifying to the entitlement to a complete exemption from, or reduction in, U.S. federal withholding tax on interest payments to be made under this Agreement or under any Loan Document, together with such supplementary documentation as may be prescribed by applicable law to permit Borrowers or the Administrative Agent to determine the withholding or deduction to be made. If a Lender or one of its partners or other beneficial owners is claiming a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c), then that Lender shall deliver (along with two accurate and complete original signed copies of IRS Form W-8IMY, W-8BEN or W-8BEN-E, as applicable) a certificate in form and substance reasonably acceptable to Borrower Representative and Administrative Agent to the effect that such Person is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (any such certificate, a "Withholding Certificate"). To the extent a Lender (or its partners or other beneficial owners, as applicable) would be entitled to claim a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c) with respect to payments received under this Agreement or under

the Loan Documents, and such Lender takes any action that could reasonably be expected to result in the loss of such exemption, the Borrowers shall not be required to pay to such Lender amounts pursuant to Section 7.6 in excess of the maximum amount that the Borrowers would have been required to pay pursuant to the Laws in effect on the date of this Agreement had the Lender not taken such action. In addition, each Non-U.S. Lender shall, from time to time after the Closing Date (or in the case of a Lender that is an Assignee, after the date of the assignment to that Lender) when a lapse in time (or change in circumstances occurs) renders the prior certificates delivered under this Agreement obsolete or inaccurate in any material respect, use its best efforts to deliver to Borrower Representative and Administrative Agent two new and accurate and complete original signed copies of IRS Forms W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable forms prescribed by the IRS), and if applicable, a new Withholding Certificate, to confirm or establish the entitlement of such Lender (or its respective partner or other beneficial owner) to an exemption from, or reduction in, United States withholding tax on interest payments to be made under this Agreement or with respect to any Loan (or such Lender shall otherwise promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to deliver such forms and/or Withholding Certificate).

(B) Each Lender that is not a Non-U.S. Lender shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower Representative and Administrative Agent certifying that that Lender is exempt from United States backup withholding Tax. To the extent that a form provided pursuant to this Section 7.6.5(b) is rendered obsolete or inaccurate in any material respect as result of change in circumstances with respect to the status of a Lender or Administrative Agent, then that Lender or Administrative Agent shall, to the extent permitted by applicable law, deliver to Borrower Representative and, as applicable, Administrative Agent revised forms necessary to confirm or establish the entitlement to that Lender's exemption from United States backup withholding Tax (or such Lender or Administrative Agent shall otherwise promptly notify the Borrower Representative and, as applicable, the Administrative Agent in writing of its legal inability to deliver such forms).

7.6.6 Each Lender shall indemnify Administrative Agent and hold Administrative Agent harmless for the full amount of any and all present or future Taxes and related liabilities (including penalties, interest, additions to Tax and expenses, and any Taxes imposed by any jurisdiction on amounts payable to Administrative Agent under this Section 7.6) which are imposed on or with respect to principal, interest, or fees payable to that Lender under this Agreement and which are not paid by Borrowers pursuant to this Section 7.6, whether or not those Taxes or related liabilities were correctly or legally asserted. This indemnification must be made within 30 days from the date Administrative Agent makes written demand therefor.

7.6.7 If an Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrowers or with

respect to which the Borrowers have paid additional amounts pursuant to this Section 7.6, then that Agent or that Lender, as applicable, shall pay over that refund to the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 7.6 with respect to the Indemnified Taxes giving rise to that refund), net of any Taxes imposed by reason of receipt of that refund and all out-of-pocket expenses of that Agent or that Lender, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to that refund, which interest must be paid to the Borrowers). Upon the request of any such Agent or any such Lender, Borrowers shall repay any amount paid to the Borrowers (plus any penalties, interest, or other charges imposed by the relevant Governmental Authority) to that Agent or that Lender in the event that Agent or that Lender is required to repay any such refund to any such Governmental Authority. Nothing in this Section 7.6.7 is to be construed to require any Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to any Borrower or any other Person.

7.6.8 The Borrowers agree to pay to any Mexican Lender all applicable present and future value added taxes (*Impuesto al Valor Agregado*) in respect of any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including, without limitation, in respect of any capitalized interest under Section 4.2(a)(ii)).

7.6.9 If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if that Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), then that Lender shall deliver to Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at any other time or times reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) all documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and all additional documentation reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) as is necessary for Administrative Agent or Borrowers to comply with their obligations under FATCA and to determine that that Lender has complied with that Lender's obligations under FATCA or to determine the amount to deduct and withhold from that payment. Solely for purposes of this Section 7.6.9, "FATCA" is deemed to include any amendments made to FATCA after the date of this Agreement.

7.6.10 For purposes of this Section 7.6, the term "applicable law" includes FATCA. Each party's obligations under this Section 7.6 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction, or discharge of all obligations under any Loan Document.

ARTICLE VIII

INCREASED COSTS

Section 8.1 Increased Costs.

(a) If any Change in Law (i) imposes, modifies, or deems applicable any reserve (including any reserve imposed by the FRB), special deposit, or similar requirement against assets of, deposits with, or for the account of, or credit extended by, any Lender; (ii) subjects any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (c) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, its Note(s) or its obligations to make Loans, or (iii) imposes on any Lender any other condition (other than Taxes) affecting its Loans, its Note(s), or its obligation to make Loans, and the result of anything described in clauses (i) through (iii) above is to increase the cost to (or to impose a cost on) that Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by that Lender under this Agreement or under its Note(s) with respect thereto, then upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay directly to that Lender such additional amount as will compensate that Lender for that increased cost or that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(b) If any Lender reasonably determines that any change in, or the adoption or phase-in of, any applicable law, rule, or regulation regarding capital adequacy, or any change in the interpretation or administration thereof by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or the compliance by any Lender or any Person controlling any Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, has or would have the effect of reducing the rate of return on that Lender's or that controlling Person's capital as a consequence of that Lender's obligations under this Agreement to a level below that which that Lender or that controlling Person could have achieved but for that change, adoption, phase-in, or compliance (taking into consideration that Lender's or that controlling Person's policies with respect to capital adequacy) by an amount deemed by that Lender or that controlling Person to be material, then from time to time, upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay to that Lender that additional amount as will compensate that Lender or that controlling Person for that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

Section 8.2 [Reserved].

Section 8.3 Changes in Law Rendering Loans Unlawful. If, after the date of this Agreement, any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any Governmental Authority or other regulatory body charged with the administration thereof, makes it (or in the good faith judgment of any Lender causes a substantial question as to whether it is) unlawful for any Lender to make, maintain, or fund loans in Dollars, then that Lender shall promptly notify each of the other parties to this Agreement and that Lender will not be required to make or maintain any Loan in Dollars.

Section 8.4 Right of Lenders to Fund through Other Offices. Each Lender may, if it so elects, fulfill its commitment as to any Loan by causing a foreign branch or Affiliate of that Lender to make that Loan, but each such Loan will be deemed to have been made by that Lender and the obligation of Borrowers to repay that Loan will be to that Lender and will be deemed held by the Lender, to the extent of that Loan, for the account of that branch or Affiliate.

Section 8.5 Mitigation of Circumstances; Replacement of Lenders.

(a) Each Lender shall promptly notify Borrower Representative and Administrative Agent of any event of which it has knowledge that will result in, and will use reasonable commercial efforts available to it (and not, in that Lender's sole judgment, otherwise disadvantageous to that Lender) to mitigate or avoid (i) any obligation by Borrowers to pay any amount pursuant to Section 7.6 or 8.1 or (ii) the occurrence of any circumstances described in Section 8.3 (and, if any Lender has given notice of any such event described in clauses (i) or (ii) and thereafter that event ceases to exist, that Lender shall promptly so notify Borrower Representative and Administrative Agent). Without limiting the foregoing, each Lender shall designate a different funding office if that designation will avoid (or reduce the cost to Borrowers of) any event described in clauses (i) or (ii) and that designation will not, in that Lender's sole judgment, be otherwise disadvantageous to that Lender.

(b) If Borrowers become obligated to pay additional amounts to any Lender pursuant to Section 8.1, or any Lender gives notice of the occurrence of any circumstances described in Section 8.3, or any Lender becomes a Defaulting Lender, then Borrower Representative may designate another financial institution that is acceptable to Administrative Agent in its reasonable discretion (a "Replacement Lender") to purchase the Loans of that Lender and that Lender's rights under this Agreement, without recourse to or warranty by, or expense to, that Lender, for a purchase price equal to the outstanding principal amount of the Loans payable to that Lender plus any accrued but unpaid interest on those Loans and all accrued but unpaid fees owed to that Lender and any other amounts owed to that Lender under this Agreement and any other Loan Document, and to assume all the obligations of that Lender under this Agreement. Upon any such purchase and assumption (pursuant to an Assignment Agreement), the applicable Lender will no longer be a party to this Agreement or have any rights under this Agreement (other than rights with respect to indemnities and similar rights applicable to that Lender prior to the date of that purchase and assumption) and will be relieved from all obligations to Borrowers under this Agreement, and the Replacement Lender will succeed to the rights and obligations of that Lender under this Agreement.

Section 8.6 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 or 8.3 shall be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Section 8.1, and the provisions of such Section 8.1 will survive repayment of the Obligations, cancellation of any Note(s) and termination of this Agreement.

Section 8.7 Funding Losses. Each Borrower shall, upon demand by any Lender (which demand must be accompanied by a statement setting forth the basis for the amount being claimed, a copy of which must be furnished to Administrative Agent), indemnify that Lender against any net loss or expense (including amounts incurred to terminate, settle or re-establish hedging arrangements or related trading positions (irrespective of the currency thereof)) which that Lender sustains or incurs, as reasonably determined by that Lender, as a result of any failure of any Borrower to borrow any Loan on a date specified therefor in a notice of borrowing pursuant to this Agreement. For this purpose, all notices to Administrative Agent pursuant to this Agreement will be deemed to be irrevocable.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to induce the Lenders to make Loans under this Agreement, each Loan Party represents and warrants to the Agents and the Lenders, on behalf of itself and each of its Subsidiaries, that on the Closing Date after giving effect to the consummation of the Loan Documents, on the Amendment No. 1 Effective Date, and on any other date required in any Loan Document:

Section 9.1 Organization. Each Loan Party and Subsidiary thereof is validly existing and in good standing under the laws of its jurisdiction of its organization (or similar requirement in jurisdictions that do not use good standing designations), and each Loan Party and Subsidiary thereof is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, that qualification is required, except for any jurisdiction where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

Section 9.2 Authorization; No Conflict.

(a) Each Loan Party is duly authorized to execute and deliver each Loan Document to which it is a party, each Borrower is duly authorized to borrow monies under this Agreement, and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party.

(b) The execution, delivery, and performance by each Loan Party of each Loan Document to which it is a party, and the borrowings by each Borrower under this Agreement, do not and will not (i) require any consent or approval of any governmental agency or authority (other than any consent or approval that has been obtained and is in full force and effect), (ii) conflict with (x) any provision of law, (y) the organizational documents or governing documents of any Loan Party, of (z) any agreement, indenture, instrument, or other document, or

any judgment, order, or decree, that is binding upon any Loan Party or any of their respective properties, or (iii) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Collateral Agent created pursuant to the Collateral Documents or, in the case of the Mexican Collateral Agreements, the Lenders).

Section 9.3 Validity and Binding Nature. Each of this Agreement and each other Loan Document to which any Loan Party or Subsidiary thereof is a party is the legal, valid, and binding obligation of that Person, enforceable against that Person in accordance with its terms, subject to bankruptcy, insolvency, and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

Section 9.4 Financial Condition. The audited and unaudited financial statements delivered to the Administrative Agent on or prior to the Closing Date pursuant to Section 12.1 and any annual or interim financial reports delivered to Administrative Agent following the Closing Date pursuant to Section 10.1.1 or 10.1.2, in each case (x) were prepared in accordance with GAAP (subject, in the case of such unaudited statements, to the absence of footnotes and to normal year-end adjustments) and (y) present fairly in all material respects the consolidated financial condition of the applicable Loan Parties and their Subsidiaries as at the dates covered in the financial statements and the results of their operations for the periods then ended.

Section 9.5 No Material Adverse Effect. Since December 31, 2020, there has been no Material Adverse Effect.

Section 9.6 Litigation and Contingent Liabilities. No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to each Loan Party's knowledge, threatened against any Loan Party or Subsidiary thereof which could reasonably be expected to have a Material Adverse Effect, except as set forth in Schedule 9.6. Other than any liability incident to such litigation or proceedings, no Loan Party or Subsidiary thereof has any material contingent liabilities which (a) are not listed on Schedule 9.6, or (b) do not constitute Permitted Debt.

Section 9.7 Ownership of Properties; Liens. Each Loan Party and Subsidiary thereof owns good title to (and, in the case of (a) real property owned in fee simple, marketable title to, or (b) in the case of leased real property, a valid leasehold interest in) all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges, and claims (including infringement claims with respect to any registered or issued patents, trademarks, service marks, and copyrights owned by that Loan Party and/or that Subsidiary), except for Permitted Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Administrative Agent.

Section 9.8 Equity Ownership; Subsidiaries. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are duly authorized and validly issued, fully paid and non-assessable. All issued and outstanding Equity Interests of each Loan Party and

Subsidiary thereof are free and clear of all Liens, other than Permitted Liens, and all such Equity Interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Schedule 9.8 sets forth the authorized Equity Interests of each Loan Party and Subsidiary thereof as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1. Schedule 9.8 sets forth the Excluded Foreign Subsidiaries as of the date hereof. All of the issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are owned as set forth on Schedule 9.8 as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1, and all of the issued and outstanding Equity Interests of each Subsidiary thereof is, directly or indirectly, owned by Ultimate Holdings, except for the Equity Interest of (a) Anzen Soluciones S.A. de C.V. of which 92% are directly or indirectly owned by Intermediate Holdings and (b) AgileThought Digital Solutions, S.A.P.I. de C.V. of which 1% are directly or indirectly owned by Invertis S.A. de C.V. As of the date hereof and the date of each Compliance Certificate delivered in connection with financial statements provided pursuant to Section 10.1.1, except as set forth on Schedule 9.8, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights, or other similar agreements or understandings for the purchase or acquisition of any Equity Interests of any Loan Party or Subsidiary thereof.

Section 9.9 Pension Plans. No Loan Party or Subsidiary thereof sponsors or maintains, and no Loan Party or Subsidiary thereof (or other member of the Controlled Group) has any liability with respect to a Pension Plan or a Multiemployer Pension Plan. In the event any Loan Party or Subsidiary thereof (or other member of the Controlled Group) sponsors, maintains or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, then:

(a) The Unfunded Liability of all Pension Plans does not in the aggregate exceed twenty percent of the Total Plan Liability for all such Pension Plans. Each Pension Plan complies in all material respects with all applicable requirements of law and regulations. No contribution failure under Section 430 of the Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan, sufficient to give rise to a Lien under Section 303(k) of ERISA, or otherwise to have a Material Adverse Effect. There are no pending or, to the knowledge of each Loan Party and Subsidiary thereof, threatened, claims, actions, investigations or lawsuits against any Pension Plan, any fiduciary of any Pension Plan, or any Loan Party or Subsidiary thereof (or other member of the Controlled Group) with respect to a Pension Plan or a Multiemployer Pension Plan which could reasonably be expected to have a Material Adverse Effect. Neither any Loan Party nor any Subsidiary thereof (or other member of the Controlled Group) has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Pension Plan or Multiemployer Pension Plan which would subject that Person to any material liability. Within the past five years, no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has engaged in a transaction which resulted in a Pension Plan with an Unfunded Liability being transferred out of the Controlled Group, which could reasonably be expected to have a Material Adverse Effect. No Termination Event has occurred or is reasonably expected to occur with

respect to any Pension Plan, which could reasonably be expected to have a Material Adverse Effect.

(b) (i) All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by each Loan Party or Subsidiary thereof (or other member of the Controlled Group) under the terms of the plan or of any collective bargaining agreement or by applicable law, (ii) no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan; and no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has received any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

Section 9.10 Investment Company Act. No Loan Party or Subsidiary thereof is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940.

Section 9.11 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all respects with the requirements of all laws and all orders, writs, injunctions, and decrees applicable to it or to its properties, except where (a) that requirement of law or order, writ, injunction, or decree is being contested in good faith by appropriate proceedings diligently conducted, or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 9.12 Regulation U. No Loan Party or Subsidiary thereof is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

Section 9.13 Taxes. Each Loan Party and Subsidiary thereof has timely filed all income and other material tax returns and reports required by law to have been filed by it and has paid all income and other material Taxes and governmental charges due and payable with respect to each such return, except any such Taxes or charges that (a) are not delinquent, (b) remain payable without penalty or interest, or (c) are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside on that Loan Party's or that Subsidiary's books. Each Loan Party and Subsidiary thereof has made adequate reserves on their books and records in accordance with GAAP for all Taxes that have accrued but which are not yet due and payable. No Loan Party or Subsidiary thereof has participated in any transaction that relates to a year of the taxpayer (which is still open under the applicable statute of limitations) which is a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b) (irrespective of the date when the transaction was entered into).

Section 9.14 Solvency, etc.

(a) On the Closing Date, and immediately prior to and after giving effect to the issuance of each borrowing of Loans under this Agreement and the use of the proceeds thereof, with respect to each Borrower, individually, and the Loan Parties and their Subsidiaries taken as a whole (a) the fair value of its or their assets is greater than the amount of its or their liabilities (including disputed, contingent and unliquidated liabilities) as that value is established and liabilities evaluated in accordance with GAAP, (b) the present fair saleable value of its or their assets is not less than the amount that will be required to pay the probable liability on its or their debts as they become absolute and matured, (c) it is, and they are, able to realize upon its or their assets and pay its or their debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, (d) it does not, and they do not, intend to, and it does not, and they do not, believe that it or they will, incur debts or liabilities beyond its or their ability to pay as those debts and liabilities mature, and (e) it is not, and they are not, engaged in or about to engage in business or a transaction for which its or their property would constitute unreasonably small capital.

(b) Each Mexican Loan Party is solvent pursuant to Mexican law, including, but not limited to, pursuant to Article 2166 of the Mexican Federal Civil Code (*Código Civil Federal*) and its correlative provisions of the Civil Codes of the States of Mexico and Articles 9, 10, or 11 of the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*), and it has not been declared in *concurso mercantil* or bankruptcy (*quiebra*) or other similar insolvency procedure.

Section 9.15 Environmental Matters. The on-going operations of each Loan Party and Subsidiary thereof comply in all respects with all Environmental Laws, except for non-compliance that could not (if enforced in accordance with applicable law) reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. Each Loan Party and Subsidiary thereof has obtained, and maintained in good standing, all licenses, permits, authorizations, registrations, and other approvals required under any Environmental Law and required for their respective ordinary course operations, and for their reasonably anticipated future operations, and each Loan Party and Subsidiary thereof is in compliance with all terms and conditions thereof, except where the failure to do so could not reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries and could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof or, to any Loan Party's knowledge, any of their respective properties or operations is subject to, nor reasonably anticipates the issuance of (a) any written order from or agreement with any federal, state, or local Governmental Authority, or (b) any judicial or docketed administrative or other proceeding respecting any Environmental Law, Environmental Claim, or Hazardous Substance that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. There are no Hazardous Substances or other conditions or circumstances existing with respect to any property, arising from operations prior to the Closing Date, or relating to any waste disposal of any Loan Party or any Subsidiary thereof that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that at any time have released, leaked, disposed of or otherwise

discharged Hazardous Substances that could reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries.

Section 9.16 Insurance. Set forth on Schedule 9.16 is a complete and accurate summary of the property and casualty insurance policies of the Loan Parties and their Subsidiaries as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 (including the names of all insurers, policy numbers, expiration dates, amounts and types of coverage, annual premiums, exclusions, deductibles, self-insured retention, and a description in reasonable detail of any self-insurance program, retrospective rating plan, fronting arrangement, or other risk assumption arrangement involving any Loan Party or Subsidiary thereof). Each Loan Party and Subsidiary thereof and its properties are insured with what are reasonably believed by the Loan Parties to be financially sound and reputable insurance companies that are not Affiliates of the Loan Parties, in such amounts, with such deductibles, and covering such risks as are customarily carried by companies of similar size, engaged in similar businesses, and owning similar properties in localities where the Loan Parties and their Subsidiaries operate.

Section 9.17 Real Property. Set forth on Schedule 9.17 is a true and correct list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2, of the address of all real property owned or leased by any Loan Party or Subsidiary thereof, together with, in the case of leased property, the name and mailing address of the lessor of such property.

Section 9.18 Information. All information heretofore or contemporaneously with this Agreement furnished in writing by any Loan Party or Subsidiary thereof to any Agent or any Lender for purposes of or in connection with this Agreement and the transactions contemplated by this Agreement is, and all written information hereafter furnished by or on behalf of any Loan Party or Subsidiary thereof to any Agent or any Lender pursuant to or in connection with this Agreement will be, true and accurate in every material respect on the date as of which that information is dated or certified, and none of that information is or will be incomplete by omitting to state any material fact necessary to make that information not misleading in light of the circumstances under which made (it being recognized by the Agents and the Lenders that any projections and forecasts provided by Borrowers are based on good faith estimates and assumptions believed by Borrowers to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results).

Section 9.19 Bank Accounts. Schedule 9.19 sets forth a complete and accurate list as of the Closing Date of all deposit, checking, and other bank accounts, all securities and other accounts maintained with any broker dealer or other securities intermediary, and all other similar accounts maintained by each Loan Party and Subsidiary thereof, together with a description thereof (including the bank, broker dealer, or securities intermediary at which each such account is maintained and the account number and the purpose thereof).

Section 9.20 Burdensome Obligations. No Loan Party or Subsidiary thereof is a party to any agreement or contract or subject to any restriction contained in its organizational documents or its governing documents that could reasonably be expected to have a Material Adverse Effect.

Section 9.21 Intellectual Property. Except as set forth on Schedule 9.21, each Loan Party and Subsidiary thereof owns or licenses or otherwise has the right to use all licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for any infringements and conflicts that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 9.21 is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of all such material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights of each Loan Party and Subsidiary thereof. No slogan or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Loan Party or Subsidiary thereof infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened, except for any infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To each Loan Party's and Subsidiary's knowledge, no patent, invention, device, application, principle, or any statute, law, rule, regulation, standard, or code is pending or proposed, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 9.22 Material Contracts. Set forth on Schedule 9.22(a) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1 of all Material Contracts of each of the Loan Parties and their Subsidiaries, (showing the parties and subject matter thereof and amendments and modifications thereto) of the Material Contracts of each Loan Party and Subsidiary thereof. Each such Material Contract (a) is in full force and effect and is binding upon and enforceable against each Loan Party or Subsidiary thereof that is a party thereto and, to each Loan Party's and Subsidiary's knowledge, all other parties thereto in accordance with its terms, (b) has not been otherwise amended or modified, and (c) is not in default due to the action of any Loan Party or Subsidiary thereof or, to the knowledge of any Loan Party or Subsidiary thereof, any other party thereto. Set forth on Schedule 9.22(b) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1 of all earn-out payment and similar obligations of the Loan Parties or Subsidiaries as in effect on such date (showing the parties and subject matter thereof and amendments and modifications thereto).

Section 9.23 Labor Matters. There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party or Subsidiary thereof, threatened against any Loan Party or Subsidiary thereof before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or Subsidiary thereof that arises out of or under any collective bargaining agreement, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against any Loan Party or Subsidiary thereof or (c) to the knowledge of each Loan Party and Subsidiary thereof, no union representation question existing with respect to the employees of any Loan Party or Subsidiary thereof and no union organizing activity taking place with respect to any of the employees of any Loan Party or Subsidiary thereof. No Loan Party or Subsidiary thereof or ERISA Affiliate thereof has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and Subsidiary thereof have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent any such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party or Subsidiary thereof on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of that Loan Party or that Subsidiary, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.24 No Bankruptcy Filing. No Loan Party or Subsidiary thereof is contemplating either an Insolvency Proceeding or the liquidation of all or a major portion of that Loan Party's or that Subsidiary's assets or property, and no Loan Party or Subsidiary thereof has any knowledge of any Person contemplating an Insolvency Proceeding against any Loan Party or Subsidiary thereof.

Section 9.25 Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 9.25 sets forth a complete and accurate list of (a) the exact legal name of each Loan Party and Subsidiary thereof, (b) the jurisdiction of organization of each Loan Party and Subsidiary thereof, (c) the organizational identification number of Loan Party and Subsidiary thereof (or indicates that that Loan Party or Subsidiary has no organizational identification number), (d) each place of business of each Loan Party and Subsidiary thereof; (e) the chief executive office of each Loan Party and Subsidiary thereof, and (f) the federal employer identification number (or equivalent identifying designation) of Loan Party and Subsidiary thereof.

Section 9.26 Locations of Collateral. There is no location at which any Loan Party has any tangible Collateral (except for inventory in transit in the ordinary course of business) other than those locations listed on Schedule 9.26. Schedule 9.26 contains a true, correct, and complete list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of the names and addresses of each warehouse at which Collateral of each Loan Party is stored. None of the receipts received by any Loan Party or Subsidiary thereof from any warehouse states that the goods covered thereby are to be delivered

to bearer or to the order of a named Person or to a named Person and that named Person's assigns.

Section 9.27 Security Interests. The Guaranty and Collateral Agreement create in favor of Collateral Agent for the benefit of Agents and the Lenders a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon the filing of the UCC-1 financing statements described in Section 12, Collateral Agent or the Lenders, as applicable, taking possession of any certificates or instruments representing or evidencing Collateral to the extent required by the UCC, the execution and delivery of Control Agreements with respect to Deposit Accounts and the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, the security interests in and Liens on the Collateral granted under the Guaranty and Collateral Agreement will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than (a) the filing of continuation statements in accordance with applicable law, (b) the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights, and (c) the recordation of appropriate evidence of the security interest in the appropriate foreign registry with respect to all foreign intellectual property.

Upon the execution of the Mexican Collateral Amendment and Reaffirmation Agreements, the Mexican Collateral Agreement will create in favor of the Lenders, a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon (i) proper registration of the relevant Mexican Collateral Amendment and Reaffirmation Agreements before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and proper registration of the Mexican Security Trust Amendment and Reaffirmation Agreement before the Mexican Industrial Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Amendment and Reaffirmation Agreement, respectively, (ii) the delivery of the relevant share certificates, as applicable, issued by a Mexican Subsidiary that is a party to or executes the Mexican Collateral Amendment and Reaffirmation Agreements with respect to any Equity Interests issued by such Mexican Subsidiaries that are part of the Collateral, together with their corresponding endorsement, if applicable, and (iii) the execution of the relevant entry in the corporate books of each Mexican Subsidiary, made in terms of applicable law requirements, the security interests in and Liens on the Collateral granted under the Mexican Collateral Agreements, respectively will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than any filings in connection with the Mexican Security Trust in accordance with its terms.

Section 9.28 No Default. No Default or Event of Default exists or would result from the incurrence by any Loan Party or Subsidiary thereof of any Debt hereunder or under any other Loan Document.

Section 9.29 Hedging Obligations. No Loan Party or Subsidiary thereof is a party to, nor will it be a party to, any Hedging Agreement or incur any Hedging Obligations, other than Hedging Obligations permitted under Section 11.1(k).

Section 9.30 OFAC. Each Loan Party and each Subsidiary and Affiliate thereof is and will remain in compliance in all material respects with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Loan Party or Subsidiary or Affiliate thereof is (a) a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with that Person; or (c) controlled by (including, without limitation, by virtue of that Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law.

Section 9.31 Patriot Act. Each Loan Party, each of its Subsidiaries and each of their Affiliates are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (b) the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "Patriot Act"), and (c) other federal or state laws relating to "*know your customer*" and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 9.32 Anti-Terrorism Laws.

(a) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) is in violation in any material respects of any United States Requirements of Law relating to terrorism, sanctions or money laundering (the "Anti-Terrorism Laws"), including the United States Executive Order No. 13224 on Terrorist Financing (the "Anti-Terrorism Order") and the Patriot Act.

(b) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) is listed in the annex to, or is otherwise subject to the

provisions of, the Anti-Terrorism Order, (ii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (iii) commits, threatens or conspires to commit or supports "terrorism" as defined in the Anti-Terrorism Order or (iv) is named as a "specially designated national and blocked person" in the most current list published by OFAC.

(c) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in clauses (b)(i) through (b)(iv) above, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the Anti-Terrorism Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 9.33 [Reserved].

Section 9.34 Holdings Representations. None of the Holding Companies have (a) entered into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Senior Credit Facility Documents to which it is a party, the Loan Documents to which it is a party, the definitive documentation evidencing the Permitted Investor Debt to which it is a party, and its governing documents (collectively, the "Holdings Documents"), (b) engaged in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than the making of Investments in a Borrower existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, and (iv) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidated or merged with or into any other Person.

Section 9.35 Subordinated Debt. The subordination provisions of the documents evidencing or relating to Subordinated Debt and each Subordination Agreement are enforceable against the holders of the Subordinated Debt and the other third parties to such Subordination Agreements by Administrative Agent and the Lenders. Subject to the Reference Subordination Agreement, all Obligations constitute senior Debt entitled to the benefits of the subordination provisions contained in the documents evidencing or relating to Subordinated Debt and each Subordination Agreement. No Loan Party or Subsidiary thereof has any Subordinated Debt other than its obligations hereunder and under the Master Intercompany Note. Each Loan Party and Subsidiary thereof acknowledges that Administrative Agent and each Lender are entering into this Agreement and are extending the Commitments and making the Loans in reliance upon the subordination provisions of the documents evidencing or relating to Subordinated Debt, each Subordination Agreement and this Section 9.35.

Section 9.36 Legal Form.

(a) Each of the Loan Documents to which any Loan Party is a party is (or upon its coming into effect will be) in proper legal form under the governing law of the jurisdiction of such Loan Party for the enforcement thereof against such Loan Party under such laws.

(b) Each Tranche A-1 Note, when duly completed in the form of Exhibit D and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable,* in the terms provided in Exhibit D) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.

(c) Each Tranche A-2 Note, when duly completed in the form of Exhibit H and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable,* in the terms provided in Exhibit H) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.

Section 9.37 Exchange Controls. Under current laws and regulations of Mexico and each political subdivision thereof, all interest, principal, premium, if any, and other payments due or to be made on any Loans or otherwise pursuant to the Loan Documents, may be freely transferred out of Mexico and may be paid in, or freely converted into, Dollars.

Section 9.38 Governing Law and Enforcement. In any proceedings in Mexico to enforce this Agreement or any other Loan Document expressed to be governed by New York law, the choice of New York law as the governing law under this Agreement and under such other Loan Document should be recognized by the competent courts of Mexico. The irrevocable and express submission of Loan Parties to the exclusive jurisdiction of any the State of New York and of the United States District Court of the Southern District of New York pursuant to paragraph (a) of Section 15.19, and the appointment by each Mexican Loan Party of the Process Agent pursuant to paragraph (a) of Section 15.19 is legal, valid, binding and enforceable in accordance with its terms. A final judgment rendered by the courts of the State of New York or of the United States District Court of the Southern District of New York, United States of America, pursuant to a legal action instituted against any of the Mexican Loan Parties before any such court in connection with the obligations of the relevant the Mexican Loan Parties hereunder, would be enforceable against such Mexican Loan Parties in Mexico by the competent courts of Mexico, pursuant to Article 1347-A of the Mexican Commerce Code (*Código de Comercio*), which provides, inter alia, that any judgment rendered outside Mexico may be enforced by Mexican courts, provided that:

(a) such judgment is obtained in compliance with the legal requirements of the jurisdiction of the court rendering such judgment and in compliance with all legal requirements of this Agreement;

(b) such judgment is strictly for the payment of a certain sum of money, based on an in personam (as opposed to an in rem) action;

(c) the judge or court rendering the judgment was competent to hear and issue a judgment on the subject matter of the case in accordance with accepted principles of international law that are compatible with Mexican law;

(d) service of process is made personally on the defendant or on its duly appointed process agent;

(e) such judgment does not contravene Mexican law, Mexican public policy, international treaties or agreements binding upon Mexico or generally accepted principles of international law;

(f) the formalities set forth in treaties to which Mexico is a party and the applicable procedural requirements under the laws of Mexico with respect to the enforcement of foreign judgments (including the issuance of a letter rogatory by the competent authority of such jurisdiction requesting enforcement of such judgment and the certification of such judgment as authentic by the corresponding authorities of such jurisdiction in accordance with the laws thereof) are complied with;

(g) the action in respect of which such judgment is rendered is not the subject matter of a lawsuit among the same parties, pending before a Mexican court;

(h) such judgment is final in the jurisdiction where obtained;

(i) the courts of such jurisdiction recognize the principles of reciprocity in connection with the enforcement of Mexican judgments in such jurisdiction; and

(j) in the event that any legal proceedings are brought to the courts of Mexico, a Spanish translation of the documents (other than the Mexican Collateral Agreements that are executed in the Spanish language) required in such proceedings prepared by a court-approved translator would have to be approved by the court after the defendant had been given an opportunity to be heard with respect to the accuracy of the translation, and proceedings would thereafter be based upon the translated documents.

Section 9.39 [Reserved].

Section 9.40 Permitted Existing Earn-out Obligations. The Entrepids and Extend Solutions Earn-out Obligations constitute Permitted Existing Earn-out Obligations.

Section 9.41 PPP Loans. Each PPP Borrower is eligible under the CARES Act to incur the applicable PPP Loans. All applications, documents and other information submitted to any

Governmental Authority with respect to the PPP Loans shall be true and correct in all respects. None of Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates is deemed an "affiliate" of any Loan Party or any of its Subsidiaries for any purpose related to the PPP Loans, including the eligibility criteria with respect thereto. Each Loan Party acknowledges and agrees that (a) it has consulted its own legal and financial advisors with respect to all matters related to the PPP Loans (including eligibility criteria) and the CARES Act, (b) it is responsible for making its own independent judgment with respect to the PPP Loans and the process leading thereto, and (c) it has not relied on Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates with respect to any of such matters.

ARTICLE X

AFFIRMATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall, and shall cause each Subsidiary thereof to:

Section 10.1 Reports, Certificates and Other Information. Furnish or cause Borrower Representative to furnish to Administrative Agent and each Lender:

10.1.1 Annual Report. Promptly when available and in any event within 120 days after the close of each Fiscal Year (a) a copy of the annual audit report of the Consolidated Group for such Fiscal Year, including consolidated balance sheets and statements of earnings and cash flows of the Consolidated Group as at the end of such Fiscal Year certified without adverse reference to going concern value and without qualification by independent auditors of recognized standing selected by Borrowers and reasonably acceptable to Administrative Agent, and (b) a balance sheet of the Consolidated Group as of the end of that Fiscal Year and statement of earnings and cash flows for the Consolidated Group for that Fiscal Year, certified by a Senior Officer of Borrower Representative.

10.1.2 Interim Reports. Promptly when available and in any event within 30 days after the end of each month, the consolidated balance sheets of the Consolidated Group as of the end of such month, together with (a) consolidated statements of earnings and a consolidated statement of cash flows for that month and for the period beginning with the first day of that Fiscal Year and ending on the last day of that month, (b) a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for that period of the current Fiscal Year, (c) a management discussion and analysis, in the cases of clauses (a) through (c) all certified by a Senior Officer of Borrower Representative, and (d) a calculation, in form and substance reasonably satisfactory to the Administrative Agent, of the number of people employed on a full-time basis by the members of the Consolidated Group as of the end of such month.

10.1.3 Compliance Certificates. Contemporaneously with the furnishing of a copy of each annual audit report pursuant to Section 10.1.1 and each set of quarterly statements pursuant to Section 10.1.2, a duly completed compliance certificate in the form of Exhibit A, with appropriate insertions, dated the date of such annual report or such quarterly statements and signed by a Senior Officer of the Borrower Representative, containing (a) a computation of each

of the financial ratios and restrictions set forth in Section 11.12, (b) a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it and a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, and (c) a written statement of the management of the Consolidated Group setting forth a discussion of the financial condition, changes in financial condition, and results of operations of the Consolidated Group.

10.1.4 Reports to the SEC and to Shareholders. Promptly upon the filing or sending thereof, copies of all regular, periodic, or special reports of any Loan Party or Subsidiary thereof filed with the SEC; copies of all registration statements of any Loan Party or Subsidiary thereof filed with the SEC (other than on Form S-8); and copies of all proxy statements or other communications made to security holders of any Loan Party or Subsidiary thereof generally; in each case other than such documents filed with the SEC's Electronic Data Gathering, Analysis and Retrieval system.

10.1.5 Notice of Default, Litigation and ERISA Matters. Promptly upon becoming aware of any of the following, written notice describing the same and the steps being taken by each Loan Party or the Subsidiary affected thereby with respect thereto:

(a) the occurrence of a Default or an Event of Default;

(b) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or Subsidiary thereof or their respective property (i) in which the amount of damages claimed is U.S.$500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such litigations or proceedings, (ii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any other Loan Document, or (iii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) (i) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, (ii) the failure of any member of the Controlled Group to make a required contribution to any Pension Plan (if that failure is sufficient to give rise to a Lien under Section 303(k) of ERISA) or to any Multiemployer Pension Plan; (iii) the taking of any action with respect to a Pension Plan that could result in the requirement that any Loan Party or Subsidiary thereof furnish a bond or other security to the PBGC or that Pension Plan, (iv) the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan that could result in the incurrence by any member of the Controlled Group of any material liability, fine, or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), (v) any material increase in the contingent liability of any Borrower with respect to any post-retirement welfare benefit plan or other employee benefit plan of any Loan Party or Subsidiary thereof; or (vi) any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has

been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent;

(d) any cancellation or material change in any insurance maintained (or required to be maintained) by any Loan Party or Subsidiary thereof;

(e) any violation of, or non-compliance with, any material requirement of law by any Loan Party or Subsidiary thereof; or

(f) any other event (including (i) any violation of any Environmental Law or the assertion of any Environmental Claim or (ii) the enactment or effectiveness of any law, rule or regulation) which would reasonably be expected to have a Material Adverse Effect.

Real Estate. Promptly upon any Loan Party or Subsidiary thereof acquiring or leasing any real property after the Closing Date, an updated version of Schedule 9.17 showing information as of the date of delivery.

10.1.7 Management Reports. Promptly upon receipt thereof, copies of all detailed financial and management reports submitted to each Loan Party or Subsidiary thereof by independent auditors in connection with each annual or interim audit made by such auditors of the books of such Loan Party or Subsidiary.

10.1.8 Projections. [Reserved].

10.1.9 Subordinated Debt And Related Transaction Notices. Promptly following receipt, copies of any material notices (including notices of default or acceleration) received (a) from any holder or trustee of, under or with respect to any Subordinated Debt, or (b) any Material Contract.

10.1.10 New Subsidiaries. Within fifteen (15) Business Days following the occurrence thereof, notice of the formation or acquisition of any Subsidiary, including, without limitation, any Foreign Subsidiary (whether or not constituting an Excluded Foreign Subsidiary).

10.1.11 Other Information. Promptly from time to time, such other information (including, without limitation, business or financial data, reports, appraisals and projections) concerning any of the Loan Parties and their Subsidiaries or their respective properties or businesses as any Lender or Administrative Agent may reasonably request.

Section 10.2 Books, Records and Inspections; Electronic Reporting System; Field Examinations and Appraisals. (a) Keep, and cause each other Loan Party and Subsidiary thereof to keep, its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP, (b) permit, and cause each and Loan Party and Subsidiary thereof to permit, any Lender or Administrative Agent or any representative, agent, or advisor thereof to inspect the properties and operations of the Loan Parties and their Subsidiaries, (c) permit, and cause each Loan Party and Subsidiary thereof to permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or Administrative Agent or any representative, agent, or

advisor thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and each Loan Party and Subsidiary thereof hereby authorizes all such independent auditors to discuss those financial matters with any Lender or Administrative Agent or any representative, agent, or advisor thereof) and to examine (and photocopy extracts from) any of its books or other records, and (d) permit, and cause each Loan Party and Subsidiary thereof to permit, Administrative Agent and its representatives, agents, and advisors to inspect the inventory and other tangible assets of the Loan Parties and their Subsidiaries, to perform appraisals of the equipment of the Loan Parties and their Subsidiaries, and to inspect, audit, conduct physical counts and perform valuations thereof, and to audit, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to inventory, accounts, and any other Collateral (each such visit, discussion, examination, inspection, valuation, appraisal and audit referred to in clauses (b) through (d), collectively, an "Examination"). All such Examinations by Administrative Agent and its representatives, agents, and advisors will be at Borrowers' expense, except that so long as no Default or Event of Default has occurred and is continuing, Borrowers will not be required to reimburse Administrative Agent for more than one such Examination each Fiscal Year.

Section 10.3 Maintenance of Property; Insurance.

(a) Keep, and cause each Loan Party and Subsidiary thereof to keep, all property used and necessary in the business of the Loan Parties and their Subsidiaries in good working order and condition, ordinary wear and tear excepted.

(b) Maintain, and cause each Loan Party and Subsidiary thereof to maintain, with responsible insurance companies, all insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it, general liability insurance (and, subject to Section 10.13, business interruption insurance) in such amounts and duration, and with such deductibles, as are customary for companies of similar size and in similarly industries as the Loan Parties and consistent with past practices of the Loan Parties and their Subsidiaries, and all other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated, but which must insure against all risks and liabilities of the type identified on Schedule 9.16; and, upon request of Administrative Agent or any Lender, furnish to Administrative Agent or that Lender original or electronic copies of policies evidencing that insurance and a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Loan Parties and their Subsidiaries. Subject to the Reference Subordination Agreement, Borrowers shall cause each issuer of an insurance policy in respect of any Loan Party to provide Administrative Agent with an endorsement (i) showing Administrative Agent as lender's loss payee with respect to each policy of property or casualty insurance and naming Administrative Agent as an additional insured with respect to each policy of liability insurance, (ii) providing that 30 days' notice will be given to Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to that policy, and (iii) reasonably acceptable in all other respects to Administrative Agent. Subject to the Reference Subordination Agreement, each Loan Party and Subsidiary thereof shall, subject to Section 10.13, execute and deliver to Administrative Agent a

collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy maintained by that Loan Party.

Section 10.4 Compliance with Laws; Payment of Taxes and Liabilities.

(a) Comply, and cause each of the Loan Parties and their Subsidiaries to comply, in all respects with all applicable Requirements of Law and Permits of any Governmental Authority having jurisdiction over it, its business, or its properties, except where failure to comply would not reasonably be expected to have a Material Adverse Effect.

(b) Without limiting Section 10.4(a), ensure, and cause each of the Loan Parties and their Subsidiaries to ensure, that no Person who owns a controlling interest in or otherwise controls any of the Loan Parties and their Subsidiaries is (i) listed on the SDN List maintained by OFAC and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order, or regulation; or (ii) a Person designated under Section 1(b), (c), or (d) of the Anti-Terrorism Order, any related enabling legislation, or any other similar Executive Orders.

(c) Without limiting Section 10.4(a), comply, and cause each of the Loan Parties and their Subsidiaries to comply, with all applicable Bank Secrecy Act and anti-money laundering laws and regulations.

(d) Pay, and cause each of the Loan Parties and their Subsidiaries to pay, prior to delinquency, all material taxes and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property, but none of the Loan Parties and their Subsidiaries will be required under this Section 10.4(d) to pay any such tax or charge so long as that Loan Party or that Subsidiary is contesting the validity thereof in good faith by appropriate proceedings and has set aside on its books adequate reserves with respect thereto in accordance with GAAP, and, in the case of a claim that could become a Lien on any Collateral, those contest proceedings stay the foreclosure of that Lien or the sale of any portion of the Collateral to satisfy that claim.

(e) Within thirty (30) days of any owner of Intermediate Holdings filing a final U.S. federal income tax return for a taxable year (to the extent required to do so), certify as to the Permitted Tax Distributions made by Intermediate Holdings to such owner during such taxable year.

Section 10.5 Maintenance of Existence, etc. Maintain and preserve, and (subject to Section 11.4) cause each other Loan Party to maintain and preserve, (a) its existence and good standing in the jurisdiction of its organization and (b) its qualification to do business and good standing in each jurisdiction where the nature of its business makes that qualification necessary (other than any such jurisdictions in which the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect).

Section 10.6 Use of Proceeds. Use the proceeds of the Loans to (a) prepay loans outstanding under the Senior Credit Facility in an aggregate principal amount not less than

U.S.$20,000,000 and (b) any remaining proceeds of the Loans after applying the proceeds of the Loans pursuant to clause (a) above, for other general corporate purposes of the Loan Parties. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing or carrying" any Margin Stock. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, or lend, contribute or otherwise make available such Loan or the proceeds of any Loan to any Person to fund any activities of or business with any Person, or in a Designated Jurisdiction that, at the time of such funding, is the subject of Sanctions, or in any manner that will result in a violation by any Person (including any Person participating in the transaction, whether as Lender, Agent or otherwise) of Sanctions.

Section 10.7 Employee Benefit Plans.

(a) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan, maintain, and cause each other member of the Controlled Group to maintain, each Pension Plan in substantial compliance with all applicable requirements of law and regulations.

(b) In the event any Loan Party or a member of its Controlled Group has any liability with respect to a Multiemployer Pension Plan, make, and cause each other member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan.

(c) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, not, and not permit any other member of the Controlled Group to (i) seek a waiver of the minimum funding standards of ERISA, (ii) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (iii) take any other action with respect to any Pension Plan that would reasonably likely be expected to entitle the PBGC to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan, unless the actions or events described in clauses (i), (ii) and (iii) individually or in the aggregate would not have a Material Adverse Effect.

Section 10.8 Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances occurs or has occurred on any real property or any other assets of any Loan Party or Subsidiary thereof, cause (and cause each other Loan Party and Subsidiary to cause) the prompt containment and removal of those Hazardous Substances and the remediation of that real property or other assets as necessary to comply with all applicable Environmental Laws and to preserve in all material respects the value of that real property or other assets. Without limiting the generality of the foregoing, comply (and cause each other Loan Party and Subsidiary thereof to comply) with any applicable federal or state judicial or administrative order requiring the performance at any real property of any of the Loan Parties or their Subsidiaries of activities in response to the release or threatened release of a Hazardous Substance. To the extent that the transportation of Hazardous Substances is permitted by this Agreement, dispose (and cause each other Loan Party and Subsidiary thereof to dispose) of all

Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating in compliance with Environmental Laws.

Section 10.9 Further Assurances. Take, and cause each of its Subsidiaries (other than Excluded Foreign Subsidiaries) to take, all actions as are necessary or as Administrative Agent or the Required Lenders reasonably request from time to time to ensure that the Obligations of each Loan Party and its Subsidiaries under the Loan Documents are, subject to the Reference Subordination Agreement, (a) secured by a first priority perfected Lien in favor of, with respect to assets located in the United States, Collateral Agent for the benefit of Agents and the Lenders or, with respect to assets located in the Mexico, the Lenders, (subject only to Permitted Liens) on substantially all of the assets of each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date **(**and, in the case of all Loan Parties and their Subsidiaries organized under the laws of, or with assets located in, Mexico, subject to the relevant Mexican Collateral Agreements); and (b) guaranteed by each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date, in each case as the Required Lenders may determine in their discretion, including (i) the execution of a joinder in the form of Exhibit B, (ii) the execution and delivery of guaranties, security agreements, pledge agreements, Mortgages, deeds of trust, financing statements, opinions of counsel and other documents (including, without limitation, any documents in connection with depositing any assets of each Loan Party and Subsidiary (other than Excluded Foreign Subsidiaries) with assets located in Mexico (including all accounts receivable), into the Mexican Security Trust or the Mexican Administration Trust, in accordance with their respective terms), in each case in form and substance satisfactory to the Required Lenders in their discretion, and the filing or recording of any of the foregoing; provided that with respect to all account receivables of account debtors of the Mexican Subsidiaries that were not account debtors on the Closing Date, the Loan Parties and their Subsidiaries shall take best efforts to make such account receivables subject to the Mexican Administration Trust, (iii) the delivery of certificated securities and other Collateral with respect to which perfection is obtained by possession, and (iv) with respect to any fee owned real property acquired by any Borrower or any Subsidiary (other than Excluded Foreign Subsidiaries) after the Closing Date having a fair market value in excess of $1,000,000, the delivery (to the extent requested by the Required Lenders) within 30 days after the date that real property was acquired (or such longer period the Required Lenders may provide in their sole discretion) of a duly executed Mortgage with respect to that real property providing for a fully perfected Lien, in favor of Collateral Agent or the Lenders, in all right, title and interest of the applicable Loan Party in that real property, together with all Mortgage-Related Documents and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to Collateral Agent or the Lenders, as applicable, in their discretion after the Closing Date, the delivery within 30 days after the date such real property was acquired (or such longer period as the Required Lenders may provide in their discretion) of a Mortgage, the Mortgage-Related Documents, and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to the Required Lenders in their discretion.

Section 10.10 Deposit Accounts. Subject to the Reference Subordination Agreement, on and after the 60th day after the Closing Date, unless Administrative Agent otherwise consents in

writing, the Borrowers will use best efforts to maintain, and cause each other Loan Party to maintain, all of their deposit accounts and securities accounts located in the United States, other than Excluded Deposit Accounts, with an institution that has entered into one or more Control Agreements with Collateral Agent and the applicable Loan Party granting "control" (as defined in the UCC) of each applicable account to Collateral Agent.

Section 10.11 Excluded Foreign Subsidiaries. Not create, form, or acquire, or hold any Equity Interests of any Excluded Foreign Subsidiary other than the Excluded Foreign Subsidiaries in existence on the Closing Date or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 10.12 Repatriation. Within five (5) Business Days following the last day of each Fiscal Quarter (a) cause all Foreign Subsidiaries to repatriate cash to a Deposit Account located in the United States and in the name of any Domestic Borrower over which the Administrative Agent, subject to the Reference Subordination Agreement, has a first priority perfected Lien by virtue of "control" (as defined in the UCC) of such Deposit Account in the amount equal to the sum of (i) the aggregate amount of cash on the consolidated balance sheet for all of the Foreign Subsidiaries on such day minus (ii) U.S.$3,000,000; and (b) provide (i) evidence of the amount of such repatriation to such Deposit Account and (y) Borrower Representative's calculation of the amount of such repatriation for the applicable Fiscal Quarter, together with supporting documentation, to Administrative Agent, all in form and substance acceptable to the Required Lenders.

Section 10.13 Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 10.13, in each case within the time limits specified on such schedule.

Section 10.14 PPP Loans.

(a) (i) Maintain all records required to be submitted in connection with the forgiveness of any PPP Loans and (ii) timely (and, in any event, not later than thirty (30) days (or such longer period as may be agreed by Administrative Agent at the written direction of the Required Lenders) after the seven-week anniversary of the initial incurrence thereof) submit all applications and required documentation necessary or desirable for the lender of the PPP Loans and/or the SBA to make a determination regarding the amount of the PPP Loans that is eligible to be forgiven; provided that, notwithstanding any term in any Loan Document to the contrary, no such submission for forgiveness of the PPP Loans shall be required if the Borrowers reasonably determine that such submission would not be in the best interest of the Loan Parties.

(b) Provide to Administrative Agent and the Lenders copies of any amendments, modifications, waivers, supplements or consents executed and delivered with respect to the PPP Loans promptly (and in any event within three (3) Business Days) upon execution and delivery thereof, and copies of any notices of default received by any Loan Party with respect to the PPP Loans.

(c) To the extent not included in the foregoing clauses (a) and (b), promptly (and in any event within three (3) Business Days) upon receipt or filing thereof, as applicable, provide to Administrative Agent copies of all material documents, applications and correspondence with the applicable lender or any Governmental Authority relating to the PPP Loans, including with respect to loan forgiveness.

(d) (i) Apply the proceeds of the PPP Loans to CARES Act Permitted Purposes prior to using any other cash on hand to pay such costs and expenses; (ii) use commercially reasonable efforts to conduct their business in a manner that will maximize the amount of PPP Loans forgiven; (iii) deposit all proceeds from the PPP Loans into a Deposit Account (the "PPP Loan Account") that is either a segregated payroll account or otherwise specially and exclusively used to hold proceeds of the PPP Loans and that is not subject to the cash dominion of Administrative Agent or any other secured party, (iv) not commingle their funds that are not proceeds of the PPP Loans with the proceeds of PPP Loans (other than with respect to any funds held in segregated payroll accounts which constitute Excluded Deposit Accounts) and (v) ensure that the proceeds of the PPP Loans are not used to repay other Debt.

(e) On or prior to the date that is five (5) Business Days after the date that the Loan Parties obtain a final determination by the lender of the PPP Loans (and, to the extent required, the SBA) (or such longer period as may be approved in writing by Administrative Agent acting at the direction of the Required Lenders) regarding the amount of PPP Loans, if any, that will be forgiven pursuant to the provisions of the CARES Act, deliver to Administrative Agent a certificate of a Senior Officer of the Borrower Representative certifying as to the amount of the PPP Loans that will be forgiven pursuant to the provisions of the CARES Act, together with reasonably detailed description thereof, all in form satisfactory to the Lenders.

(f) Not make any claim that the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates have rendered advisory services of any nature or respect in connection with any PPP Loan, the CARES Act or the process leading thereto.

ARTICLE XI

NEGATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall:

Section 11.1 Debt. Not, and not permit any Loan Party or Subsidiary thereof to, create, incur, assume or suffer to exist any Debt, except:

(a) Obligations under this Agreement and the other Loan Documents;

(b) the New Senior Credit Facility;

(c) [Intentionally Omitted];

(d) (i) Purchase Money Debt incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired (by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), and (ii) Capitalized Lease Obligations incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), in the cases of clauses (i) and (ii), in an aggregate principal outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(d) not to exceed the product of (x) U.S.$1,500 multiplied by (y) the number of people (x) employed on a full-time basis by members of the Consolidated Group, and (y) employed by others, but who are working on a full-time equivalent basis on projects for the Consolidated Group, in each case as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1.2;

(e) (i) Permitted Earn-out Obligations, and (ii) Subordinated Debt (for avoidance of doubt, other than the Permitted Earn-out Obligations, but including all Permitted Investor Debt and Permitted Exitus Debt) incurred after the Closing Date in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed $11,700,000 at any time, so long as such Subordinated Debt is subject to a Subordination Agreement;

(f) unsecured Debt of any Loan Party (other than Intermediate Holdings) to any other Loan Party (other than Intermediate Holdings), as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Administrative Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);

(g) unsecured Debt in respect of netting services and overdraft protections in connection with Deposit Accounts, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(g) not to exceed U.S.$100,000 at any time;

(h) loans or advances to employees, officers or directors of any Loan Party or any of its Subsidiaries, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 in any Fiscal Year, made in the ordinary course of business for travel and related expenses;

(i) Contingent Liabilities of a Loan Party consisting of guarantees of trade accounts payable of another Loan Party;

(j) unsecured Debt owed to any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to the

Loan Parties and their Subsidiaries incurred in connection with such Person providing such benefits or insurance pursuant to customary reimbursement obligations to such Person;

(k) unsecured Hedging Obligations incurred for *bona fide* hedging purposes and not for speculation with respect to risks arising in the ordinary course of Borrowers' business, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(k) not to exceed U.S.$1,000,000 at any time;

(l) unsecured Debt in respect of performance, surety or appeal bonds provided in the ordinary course of business, but excluding (in each case) Debt incurred through the borrowing of money or Contingent Liabilities in respect thereof;

(m) unsecured, non-recourse Debt incurred by any Loan Party or Subsidiary thereof to finance the payment of insurance premiums of such Person, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(m) not to exceed U.S.$250,000 at any time;

(n) Debt described on Schedule 11.1, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased;

(o) Debt of any Excluded Foreign Subsidiary to any Loan Party in an aggregate amount not to exceed U.S.$1,000,000 in the aggregate at any time outstanding as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Collateral Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);

(p) Debt consisting of the PPP Loans; and

(q) other unsecured Debt owed to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any time.

Section 11.2 Liens. Not, and not permit any Loan Party or Subsidiary thereof to, create or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:

(a) Liens in favor of Collateral Agent or the Lenders, as applicable, granted pursuant to the Loan Documents;

(b) Liens securing the New Senior Credit Facility;

(c) [Reserved];

(d) Liens securing Purchase Money Debt or Capitalized Lease Obligations, in all cases solely to the extent permitted under Section 11.1(d), provided that any such Lien (i) attaches to the specific property at the time of (or within 20 days following) the original acquisition thereof, (ii) does not extend to cover any property other than such specific property and any after-acquired property that is affixed thereto, (iii) does not extend to any Equity Interests in any Person, and (iv) is limited to such specific property and is not a "blanket" or "all asset" Lien;

(e) Liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(f) Liens arising in the ordinary course of business of the Loan Parties and consisting of (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law and (ii) Liens in the form of deposits or pledges incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations, in the case of clauses (i) and (ii), (x) for sums not overdue for a period of more than sixty (60) days or which are being diligently contested in good faith by appropriate proceedings, (y) not involving any advances or borrowed money or the deferred purchase price of property or services, and (z) for which the Loan Parties and their Subsidiaries maintain adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(g) easements, rights of way, restrictions (including zoning restrictions), covenants, encroachments, and other similar real estate charges or encumbrances, minor defects or irregularities in title, and other similar real estate Liens not interfering in any material respect with the ordinary conduct of the business of any Loan Party or any Subsidiary thereof;

(h) leases, subleases, licenses, or sublicenses of the assets or properties of any Loan Party or Subsidiary thereof, in each case entered into in the ordinary course of business and not interfering in any material respect with the business of any Loan Party or Subsidiary thereof;

(i) customary set-off rights against depository accounts permitted under this Agreement in favor of banks at which any Loan Party or Subsidiary thereof maintains any such depository accounts, so long as those set-off rights secure only the obligations of such Loan Party or Subsidiary to pay ordinary course fees and bank charges;

(j) Liens consisting of precautionary filings of UCC financing statements filed with respect to Operating Leases permitted under this Agreement and any interest of title of a lessor under any Operating Lease permitted under this Agreement;

(k) attachments, appeal bonds, judgments, and other similar Liens arising in connection with court proceedings, so long as (i) the aggregate outstanding amount of all such attachments, appeal bonds, judgments, and other similar Liens of all Loan Parties and their

Subsidiaries does not exceed the amount set forth in Section 13.1.8 at any time, and (ii) the execution or other enforcement of such attachments, appeal bonds, judgments, and other similar Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(l) as long as the Loan Parties and their Subsidiaries have complied with Section 10.10 with respect to such Deposit Account, normal and customary rights of setoff upon deposits of cash in a Deposit Account in favor of banks or other depository institutions at which such Deposit Account is maintained, which setoff rights (i) only secure the obligations of such Loan Party to pay ordinary course fees and bank charges, or (ii) are otherwise permitted by any control agreement in favor of Collateral Agent with respect to such Deposit Account;

(m) Liens described on Schedule 11.2 as of the Closing Date, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased; and

(n) other Liens granted to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof in the ordinary course of business, so long as such Liens secure only Permitted Debt in an aggregate outstanding amount, for all Loan Parties and their Subsidiaries, that does not exceed U.S.$100,000 at any time.

Section 11.3 Restricted Payments. Not, and not permit any Loan Party or Subsidiary thereof to, (a) make any cash or non-cash dividend, distribution, or payment to any holders of its Equity Interests, (b) purchase or redeem any of its Equity Interests, (c) pay any management fees, transaction-based fees, or similar fees to any of its equity holders or any Affiliate thereof, (d) make any redemption, prepayment (whether mandatory or optional), defeasance, repurchase or any other payment in respect of any Subordinated Debt or earn-outs or similar payments, (e) make any redemption, prepayment, defeasance, repurchase or any other payment in respect of the PPP Loans, in each case, other than (x) regularly scheduled payments of principal and interest following the deferral period provided in the CARES Act, and (y) any other payment to the extent funded solely with proceeds from the PPP Loans in the PPP Loan Account (or such other funds approved in writing by Administrative Agent (acting at the written instructions of the Lenders)), or (f) set aside funds for any of the foregoing. Notwithstanding the foregoing, (i) any Loan Party may pay dividends or make distributions to a Borrower or any other Domestic Subsidiary that is a Loan Party (in each case, other than to Ultimate Holdings), (ii) any Subsidiary of a Loan Party may pay dividends or make other distributions to any Loan Party (other than to Intermediate Holdings or Ultimate Holdings) or any Subsidiary of a Loan Party; provided that the aggregate amount of Restricted Payments made to a Foreign Subsidiary that are not immediately distributed to a Borrower or a Domestic Subsidiary that is a Loan Party shall not exceed U.S.$1,000,000 in the aggregate during any trailing twelve consecutive month period, (iii) any Loan Party or Subsidiary thereof may make Permitted Tax Distributions, (iv) so long as no Event of Default has occurred or would result from the making thereof, any Loan Party or Subsidiary thereof may make payments, in an aggregate amount for all Loan Parties and Subsidiaries not to exceed U.S.$250,000 per Fiscal Year, to purchase or redeem Equity Interests of Ultimate Holdings from officers, directors, and employees of such Loan Party or Subsidiary; (v) any Loan Party or Subsidiary thereof may make Permitted Earn-out Payments, (vi) any Loan

Party may make payments with respect to Subordinated Debt to the extent expressly permitted under the applicable Subordination Agreement; and (vi) any Loan Party may, with respect to the Permitted Investor Debt and the Permitted Exitus Debt (as defined under the Senior Credit Facility), make payments thereof to the extent expressly permitted under the applicable Subordination Agreement.

Section 11.4 Mergers, Consolidations, Sales. Not, and not permit any Loan Party or Subsidiary thereof to, (a) be a party to any merger or consolidation, (b) sell, transfer, dispose of, convey or lease any of its assets or Equity Interests (including the sale of Equity Interests of any Subsidiary), (c) sell or assign with or without recourse any Accounts, or (d) purchase or otherwise acquire all or substantially all of the assets or any Equity Interests, or any partnership or joint venture interest in, any other Person or make any Acquisition, in all cases other than: (i) any such merger, consolidation, sale, transfer, acquisition, conveyance, lease, or assignment of or by any Borrower or Subsidiary with and into any Borrower or any Subsidiary so long as (t) no other provision of this Agreement would be violated thereby, (u) in the case of any such transactions with a Borrower, a Borrower shall be the surviving Person, (v) in the case of any such transactions with a Domestic Subsidiary, a Domestic Subsidiary shall be the surviving Person, (w) in the case of any such transactions with a Loan Party, a Loan Party shall be the surviving Person, (x) Borrower Representative gives Administrative Agent at least 15 days' prior written notice of such merger or consolidation, (y) no Default or Event of Default has occurred and is continuing either before or after giving effect to that transaction, and (z) the Lenders' rights in any Collateral, including the existence, perfection and priority of any Lien thereon, are not adversely affected by that merger or consolidation, (ii) Permitted Acquisitions, and (iii) Permitted Asset Dispositions.

Section 11.5 Modification of Organizational Documents and PPP Loans. Not, and not permit any Loan Party or Subsidiary thereof, to allow the charter, by-laws or other organizational documents of any Loan Party or Subsidiary thereof to be amended or modified in any way which could reasonably be expected to materially adversely affect the interests of the Lenders (it being understood that any amendment, modification, or waiver increasing or expanding the payment obligations of any Loan Party will be deemed to be materially adverse to the interests of Lenders). Not change, or allow any Loan Party or Subsidiary thereof to change, its state of formation or its organizational form. Not agree to, and not permit any Loan Party or Subsidiary thereof to agree to, any amendment, restatement, supplement, waiver or other modification of the PPP Loans if the effect of such amendment, restatement, supplement, waiver or other modification would be materially adverse to the Loan Parties or the Lenders.

Section 11.6 Transactions with Affiliates. Not, and not permit any Loan Party or Subsidiary thereof to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any Affiliate, other than the Investor Debt Promissory Note, and, (a) those set forth on Schedule 11.6, (b) those permitted by Sections 11.3 and 11.9, to the extent so permitted, and (c) such other transactions, arrangements and contracts that are on terms which are no less favorable to the Loan Parties than are obtainable from any Person which is not an Affiliate.

Section 11.7 Inconsistent Agreements. Not, and not permit any Loan Party or Subsidiary thereof to, enter into any agreement containing any provision which would (a) be

violated or breached by any borrowing by any Borrower hereunder or by the performance by any Loan Party of any of its Obligations hereunder or under any other Loan Document, (b) prohibit any Loan Party from granting to the Agents and the Lenders, a Lien on any of its assets, or (c) create or permit to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (i) pay dividends or make other distributions to any Borrower or any other Subsidiary, or pay any Debt owed to any Borrower or any other Subsidiary, (ii) make loans or advances to any Loan Party or (iii) transfer any of its assets or properties to any Loan Party, other than, in all cases, (x) customary restrictions and conditions contained in agreements relating to the sale of all or a substantial part of the assets of any Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary to be sold and such sale is permitted hereunder, (y) restrictions or conditions imposed by any agreement relating to purchase money Debt, Capital Leases and other secured Debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt and (z) customary provisions in leases and other contracts restricting the assignment thereof.

Section 11.8 Business Activities; Issuance of Equity. Not, and not permit any Loan Party or Subsidiary thereof to, engage in any line of business, other than the businesses engaged in on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto. Not, and not permit any other Subsidiary to, issue any Equity Interests; provided that (x) Ultimate Holdings may issue the Monroe Supporting Shares (as defined under the Senior Credit Facility) and the Monroe Warrants (as defined under the Senior Credit Facility) (y) Ultimate Holdings may issue Equity Interests therein so long as no Change of Control or other Default or Event of Default occurs as a result thereof and (z) Ultimate Holdings may issue Equity Interests from time to time so long as its complies with its obligations under Section 6.2.2(b)(ii) with respect to such issuance.

Section 11.9 Investments. Not, and not permit any Loan Party or Subsidiary thereof to, make or permit to exist any Investment in any other Person, except the following:

(a) contributions by any Borrower or any Subsidiary thereof to the capital of any Borrower;

(b) Investments (including, without limitation, any Contingent Liabilities) constituting Permitted Debt;

(c) Cash Equivalent Investments (provided that the Cash Equivalent Investments of Loan Parties and their Subsidiaries that are not issued or guaranteed by the United States Government may not, at any time, exceed $3,000,000 in the aggregate);

(d) subject to Section 10.10, bank deposits in the ordinary course of business;

(e) Investments received in the ordinary course of business pursuant to a Permitted Asset Disposition (i) in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors, or (ii) in notes received in full or partial satisfaction of Accounts owing from financially troubled Account Debtors;

(f) Investments constituting Acquisitions consented to by the Required Lenders, in their sole discretion;

(g) Investments in Domestic Subsidiaries of Loan Parties that are themselves Loan Parties on the Closing Date;

(h) Investments listed on Schedule 11.9 as of the Closing Date;

(i) Investments by any Loan Party in the Excluded Foreign Subsidiaries, in an aggregate amount not to exceed U.S.$1,000,000;

(j) Investments by the Borrowers or any Loan Party that is a Domestic Subsidiary in Loan Parties that are Foreign Subsidiaries, (x) permitted pursuant to Section 11.9(f) or (y) in an aggregate amount not to exceed U.S.$3,000,000;

(k) Investments constituting Permitted Acquisitions; and

(l) other Investments in any Person that an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any one time.

Section 11.10 Restriction of Amendments to Certain Documents. Not, and not permit any Loan Party or Subsidiary thereof to, amend or otherwise modify, or waive any rights under any provision of any document governing any Subordinated Debt, except to the extent permitted under the related Subordination Agreement).

Section 11.11 Fiscal Year. Not, and not permit any Loan Party or Subsidiary thereof to, change its Fiscal Year.

Section 11.12 Financial Covenants. Not, and not allow any Loan Party or Subsidiary thereof to:

11.12.1 Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio of the Consolidated Group for any Computation Period to be less than the applicable ratio set forth below for such Computation Period:

Computation Period Ending	Fixed Charge Coverage Ratio
December 31, 2021	0.20:1.00
March 31, 2022	Not tested
June 30, 2022	0.20:1.00
September 30, 2022	0.20:1.00
December 31, 2022 and each Computation Period ending thereafter	1.00:1.00

11.12.2 Total Leverage Ratio. Permit the Total Leverage Ratio of the Consolidated Group for any Computation Period to exceed the applicable ratio set forth below for such Computation Period:

Computation Period Ending	Total Leverage Ratio
December 31, 2021	22.00:1.00
March 31, 2022	19.15:1.00
June 30, 2022 and each Computation Period ending thereafter	10.00:1.00

Section 11.13 Compliance with Laws. Not, and not permit any Loan Party or Subsidiary thereof to, fail to comply with the laws, regulations and executive orders referred to in Sections 9.30, 9.31 and 9.32.

Section 11.14 Holdings Companies Covenants. The Holdings Companies shall not, directly or indirectly, (a) enter into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Holdings Documents, (b) engage in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than (i) the making of Investments existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, (iv) entering into and performing its obligations hereunder and under the Loan Documents, (v) in the case of Ultimate Holdings, incurring Contingent Liabilities permitted by Section 11.1(i), and (vi) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidate or merge with or into any other Person. Each Holdings Company shall preserve, renew and keep in full force and effect its existence.

Section 11.15 No Excluded Foreign Subsidiaries. Absent the consent of the Required Lenders, no Loan Party or Subsidiary thereof will create, form, or acquire, or hold any Equity Interests in any Excluded Foreign Subsidiary (other than Excluded Foreign Subsidiaries in existence on the Closings Date) or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 11.16 Claims Related to PPP Loans. Not, and not permit Subsidiary to assert any demands, actions, causes of action, suits, controversies, claims, counterclaims, or defenses whatsoever (including, without limitation, that the Administrative Agent, the Collateral Agent or any Lender provided advisory services with respect thereto) against the Administrative Agent, the Collateral Agent or any Lender in connection with any PPP Loan, the CARES Act, or any process related thereto.

ARTICLE XII

EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The effectiveness of this Agreement and the obligation of each Lender to make its Loans is subject to the satisfaction of the following conditions precedent by no later than 5:00 p.m. (Mexico City Time) on November 29, 2021:

Section 12.1 Credit Extension. The effectiveness of this Agreement, and the obligation of the Lenders to make the Loans, are, in addition to the conditions precedent specified in Section 12.2 subject to satisfaction of the following conditions precedent, it being agreed that the request by Borrower Representative for the making of the Loans on the Closing Date will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in this Section 12.1 will be satisfied at the time of the making of those Loans (unless waived in writing by the Required Lenders):

12.1.1 Agreement, Notes and other Loan Documents. Administrative Agent has received the following, each duly executed and effective as of the Closing Date (or any earlier date satisfactory to the Required Lenders), in form and substance satisfactory to the Required Lenders in their discretion (a) this Agreement, and (b) the Notes made payable to each applicable Lender.

12.1.2 Authorization Documents. For each Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) that Person's charter (or similar formation document), certified by the appropriate Governmental Authority, (b) good standing certificates in that Person's state of incorporation (or formation) and in each other state in which that Person is qualified to do business if reasonably requested by the Required Lenders, (c) that Person's bylaws (or similar governing document), (d) except for each Mexican Loan Party, resolutions of its board of directors (or similar governing body) approving and authorizing that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (e) signature and incumbency certificates of that Person's officers and/or managers executing any of the Loan Documents (which certificates Administrative Agent and each Lender may conclusively rely on until formally advised by a like certificate of any changes in any such certificate), all certified by its secretary or an assistant secretary (or similar officer) as being in full force and effect without modification.

12.1.3 Consents, etc. Administrative Agent has received certified copies of all documents evidencing any necessary company action, consents and governmental approvals (if any) required for the execution, delivery, and performance by the Loan Parties of the documents referred to in this Section 12, each in form and substance satisfactory to the Required Lenders.

12.1.4 Letter of Direction. Administrative Agent has received a Funds Flow Memorandum containing funds flow information with respect to the proceeds of the Loans on the Closing Date, duly executed and dated on or prior the Closing Date.

12.1.5 Opinions of Counsel. Administrative Agent has received opinions of New York and Mexican counsel for each Loan Party, each duly executed and dated as of the Closing Date, in form and substance satisfactory to Administrative Agent and the Lenders.

12.1.6 Payment of Fees. Administrative Agent has received evidence of payment by Borrowers of all accrued and unpaid fees, costs, and expenses to the extent then due and payable on the Closing Date (including, without limitation, fees under the Agents Fee Letter), together with all Attorney Costs of Administrative Agent and the Lenders to the extent invoiced prior to the Closing Date, plus all additional amounts of Attorney Costs that constitute Administrative Agent's and Lender's reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent and the Lenders through the closing proceedings (but no such estimate will preclude a final settling of accounts between Borrowers and Administrative Agent and between Borrowers and the Lenders in respect of those Attorney Costs).

12.1.7 Solvency Certificate. Administrative Agent has received a solvency certificate, in form and substance satisfactory to the Required Lenders in their discretion, executed by a Senior Officer of the Borrower Representative.

12.1.8 Search Results; Lien Terminations. Administrative Agent has received certified copies of Uniform Commercial Code search reports dated a date reasonably near to the Closing Date, listing all effective financing statements which name any Loan Party organized under the laws of any state of the United States (under their present names and any previous names) as debtors, together with copies of all such financing statements.

12.1.9 Closing Certificate. Administrative Agent has received a certificate, in form and substance satisfactory to the Required Lenders in their discretion executed by a Senior Officer of Borrower Representative on behalf of Borrowers certifying the matters set forth in Sections 12.1 and 12.2 as of the Closing Date.

12.1.10 No Material Adverse Change. There has not occurred since December 31, 2020 any developments or events that, individually or in the aggregate with any other circumstances, has had or could reasonably be expected to have a Material Adverse Effect.

12.1.11 Process Agent. The Administrative Agent shall have received evidence, in form and substance satisfactory to the Lenders, that: (i) each Mexican Loan Party has irrevocably appointed the Process Agent for a period ending one year after the Maturity Date, (ii) the Process Agent has accepted such appointment, and (iii) all fees in connection therewith have been paid for the entire term of the appointment.

12.1.12 Other. The Lenders have received all other documents identified on that certain closing checklist prepared by counsel to the Lenders for the transactions contemplated hereby and all other documents reasonably requested by the Lenders.

The parties hereto hereby agree and acknowledge that the Closing Date has not occurred as of the date of this Agreement. Notwithstanding anything to the contrary set forth herein, Section 13.1.10, Section 14, and Sections 15.5, 15.8, 15.17, 15.18 and 15.19 shall be deemed

effective as of the date of this Agreement, upon receipt by the Administrative Agent of duly executed counterparts by the parties hereto.

Section 12.2 Conditions Precedent to all Loans . The obligation of each Lender to make each of the Loans, is subject to the following further conditions precedent that:

12.2.1 Compliance with Warranties/No Default. Both before and after giving effect to any borrowing of the Loans the following shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(b) no Default or Event of Default shall have then occurred and be continuing or would result from such borrowing.

12.2.2 Confirmatory Certificate. If requested by any Agent or any Lender, Administrative Agent has received (in sufficient counterparts to provide one to Administrative Agent and each Lender) a certificate dated the Closing Date and signed by a duly authorized representative of Borrower Representative as to the matters set out in Section 12.2.1 (it being understood that each request by Borrower Representative for the making of a Loan will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in Section 12.2.1 will be satisfied at the time of the making of that Loan), together with such other documents as any Agent or any Lender may reasonably request in support thereof.

12.2.3 Ratification and Authorization Documents. Process Agent Power of Attorney. For each Mexican Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) resolutions adopted by its partners or shareholders' and/or of its board of directors (or similar governing body), approving, authorizing and further ratifying that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (b) the public deed evidencing that such Mexican Loan Party has granted a Mexican law irrevocable special power of attorney for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) before a Mexican notary public in favor of the Process Agent.

ARTICLE XIII

EVENTS OF DEFAULT AND THEIR EFFECT

Section 13.1 Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

13.1.1 Non-Payment of the Loans, etc. (a) Default in the payment when due of the principal of any Loan, or (b) default, and continuance thereof for five (5) or more days, in the payment when due of any interest, fee reimbursement obligation with respect to any Letter of Credit, or other amount payable by Borrowers under this Agreement or under any other Loan Document.

13.1.2 Non-Payment of Other Debt. (a) Any event of default shall occur under the terms applicable to any Subordinated Debt, or (b) any default or event of default shall occur under the terms applicable to any other Debt of any Loan Party (for all such Debt so affected and including undrawn committed or available amounts and amounts owing to all creditors under any combined or syndicated credit arrangement) in an aggregate amount exceeding U.S.$500,000, and, and such default (i) consists of the failure to pay that Debt when due, whether by acceleration or otherwise, or (ii) accelerates the maturity of that Debt or permits the holder or holders thereof, or any trustee or agent for any such holder or holders, to cause that Debt to become due and payable (or require any Loan Party to purchase or redeem that Debt or post cash collateral in respect thereof) prior to its expressed maturity.

13.1.3 Other Material Obligations. Default in the payment when due, or in the performance or observance of, any Material Contract.

13.1.4 Bankruptcy, Insolvency, etc. Any of the following occurs: (a) any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due, (b) any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for that Loan Party or any property thereof, or makes a general assignment for the benefit of creditors, (c) in the absence of any such application, consent, or acquiescence, a trustee, receiver, or other custodian is appointed for any Loan Party or for a substantial part of the property of any thereof and is not discharged within days, (d) any Insolvency Proceeding, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party, and that Insolvency Proceeding or proceeding (i) is not commenced by that Loan Party, (ii) is consented to or acquiesced in by that Loan Party, or (iii) remains for 45 days undismissed, or (e) any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.

13.1.5 Non-Compliance with Loan Documents. (a) Failure by any Loan Party to comply with or to perform any covenant set forth in Sections 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.2, 10.3(b), 10.5, 10.6, 10.8, 10.10, 10.11, 10.12, or 10.13, or Section 11, or (b) failure by any Loan Party to comply with or to perform any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under any other provision of this Section 13) and continuance of such failure described in this clause (b) for 30 or more days after the earlier of (i) the date any Loan Party knows or reasonably should have known of such failure or (ii) the date of receipt by Borrower Representative (or any Borrower) of notice from the Required Lenders of such failure.

13.1.6 Representations; Warranties. Any representation or warranty made by any Loan Party in this Agreement or any other Loan Document is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice or other writing furnished by any Loan Party to any Agent or any Lender in connection with this

Agreement is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

13.1.7 Pension Plans. Any of the following occurs: (a) any Person institutes steps to terminate a Pension Plan if as a result of that termination any Loan Party or Subsidiary thereof could be required to make a contribution to that Pension Plan, or could incur a liability or obligation to that Pension Plan, in excess of U.S.$500,000; (b) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA with respect to any Borrower or any Subsidiary; (c) the Unfunded Liability of all Pension Plans sponsored and maintained by any Loan Party or Subsidiary thereof exceeds 20% of the Total Plan Liability for those plans; or (d) there occurs any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of that withdrawal (including any outstanding withdrawal liability that any Borrower or any member of the Controlled Group have incurred on the date of that withdrawal) to which any Loan Party or Subsidiary thereof is reasonably expected to incur exceeds U.S.$500,000.

13.1.8 Judgments. One or more final judgments which exceed an aggregate of U.S.$500,000 are rendered against any Loan Party (not covered by insurance as to which the insurance company has acknowledged coverage, so long as that insurance is paid to Borrowers within 30 days of the rendering of those judgments) and have not been paid, discharged or vacated or had execution thereof stayed pending appeal within 60 days after entry or filing of those judgments.

13.1.9 Invalidity of Documents, etc. Any Loan Document ceases to be in full force and effect, or any Loan Party (or any Person by, through, or on behalf of any Loan Party) contests in any manner the validity, binding nature, or enforceability of any Loan Document.

13.1.10 Change of Control. A Change of Control shall occur.

13.1.11 Default with respect to Conversion Payment Shares. Ultimate Holdings fails to comply with Section 18.8, Ultimate Holdings fails to deliver Conversion Payment Shares (as defined in Article XVIII) pursuant to Section 18.7 or an Event of Default occurs under any Registration Rights Agreement then in effect.

13.1.12 Invalidity of Subordination Provisions, etc. Any subordination provision in any document or instrument governing the Master Intercompany Note, or any Subordinated Debt, or any subordination provision in any subordination agreement that relates to the Master Intercompany Note, or any Subordinated Debt (including, without limitation, each Subordination Agreement), or any subordination provision in any guaranty by any Loan Party of any Subordinated Debt, shall cease to be in full force and effect, or any Loan Party shall contest in any manner the validity, binding nature or enforceability of any such provision.

13.1.13 Non-Compliance with PPP Loan Terms; CARES Act. (a) The occurrence of any event of default under the terms of any PPP Loan, (b) any failure by any Loan Party or any Subsidiary to comply with or to perform any covenants set forth in Section 10.14 or (c) any failure by

any Loan Party or any Subsidiary to comply in all material respects with the applicable provisions of the CARES Act.

Section 13.2 Effect of Event of Default. If any Event of Default described in Section 13.1.4 occurs in respect of any Borrower, then the Commitments will immediately terminate and the Loans and all other Obligations under this Agreement will become immediately due and payable, all without presentment, demand, protest, or notice of any kind. If any other Event of Default occurs and is continuing, then Administrative Agent may (and, upon the written request of the Required Lenders shall) declare, in a written notice to Borrower Representative, the Commitments to be terminated in whole or in part and/or declare all or any part of the Loans and all other Obligations under this Agreement to be due and payable, whereupon the Commitments will immediately terminate (or be reduced, as applicable) and/or the Loans and other Obligations under this Agreement will become immediately due and payable (in whole or in part, as applicable), all without presentment, demand, protest, or notice of any kind (other than as expressly provided for above in this sentence). Administrative Agent shall promptly advise Borrower Representative of any such declaration, but failure to do so will not impair the effect of any such declaration.

Section 13.3 Credit Bidding. Subject to the Reference Subordination Agreement, the Loan Parties hereby irrevocably authorize the Lenders, and the Loan Parties and the Lenders hereby irrevocably authorize Collateral Agent, based upon the instruction of the Required Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Collateral Agent or the Lenders, as applicable, in accordance with applicable law, based upon the instruction of the Required Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by any Loan Party, any interim receiver, receiver, receiver and manager, administrative receiver, trustee, agent, or other Person pursuant or under any insolvency laws, in each case subject to the following limitations: (a) the Required Lenders may not direct Collateral Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of any Credit Bid, (b) the acquisition documents must be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws), and (d) reasonable efforts must be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations). For purposes of this Section 13.3, the term "Credit Bid" means an offer submitted by Collateral Agent (on behalf of the Agents and the Lenders) or the Lenders, as applicable, based upon the instruction of the Required Lenders, to acquire the property of any Loan Party or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by Collateral Agent (on behalf of the Agents and the Lenders), based upon the instruction of the Required Lenders, or the Lenders, as applicable) of the claims and Obligations under this Agreement and other Loan Documents.

ARTICLE XIV

AGENCY

Section 14.1 Appointment and Authorization. Each Lender hereby irrevocably (subject to Section 14.10) appoints, designates, and authorizes each Agent to take any action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise any powers and perform any duties as are expressly delegated to it, as applicable, by the terms of this Agreement or any other Loan Document, together with all powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, none of the Agents will have any duty or responsibility except those expressly set forth in this Agreement, nor will any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities are to be read into this Agreement or any other Loan Document or otherwise exist against such Agent, as applicable. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement and in other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, that term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 14.2 [Reserved].

Section 14.3 Delegation of Duties. Each Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees, or attorneys-in-fact and is entitled to advice of counsel and other consultants or experts concerning all matters pertaining to those duties. No Agent will be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 14.4 Exculpation of Agents. None of the Agents and their respective directors, officers, employees, and agents (a) will be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth in this Agreement as determined by a final, non-appealable judgment by a court of competent jurisdiction), or (b) will be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any Affiliate of any Borrower, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement, or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability, or sufficiency of this Agreement or any other Loan Document (or the creation, perfection, or priority of any Lien or security interest therein), or for any failure of any Borrower or any other party to any Loan Document to perform its Obligations under this Agreement or under any other Loan Documents. None of the Agents is or will be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan

Document or to inspect the properties, books, or records of any of the Loan Parties and their Subsidiaries and Affiliates.

The duties of each of the Administrative Agent and the Collateral Agent under the Loan Documents are solely mechanical and administrative in nature. The Administrative Agent and the Collateral Agent shall be entitled to request written instructions, or clarification of any instruction, from the Required Lenders (or, if the relevant Loan Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Administrative Agent and the Collateral Agent may refrain from acting unless and until it receives those written instructions or that clarification. In the absence of written instructions, the Administrative Agent or the Collateral Agent, as applicable, may act (or refrain from acting) as it considers to be in the best interests of the Lenders.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their respective duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or indemnity satisfactory to such Agent against, or security for, such risk or liability is not reasonably assured to such Agent. The Agents shall not be responsible in any manner for the validity, enforceability or sufficiency of this Agreement or the Loan Documents or any Collateral delivered, or for the value or collectability of any obligations or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Agent. The Agents shall not be bound to examine or inquire into or be liable for any defect or failure in the right or title of the grantors to all or any of the assets whether such defect or failure was known to the Agents or might have been discovered upon examination or inquiry and whether capable of remedy or not.

The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter.

The Agents shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct.

In no event shall any Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Agents shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents.

Except with respect to its own gross negligence or willful misconduct, no Agent shall be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any security document or any other instrument or document furnished pursuant thereto.

No Agent shall have responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. The Agents have no duty to monitor the value or rating of any Collateral on an ongoing basis.

Whenever in the administration of the Loan Documents any Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, may conclusively rely upon instructions from the Required Lenders.

Any Agent may request that the Required Lenders or other parties deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to the Loan Documents.

Money held by any Agent in trust hereunder need not be segregated from other funds except to the extent required by law. No Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed in writing.

Beyond the exercise of reasonable care in the custody thereof, no Agent shall have any duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and no Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. Each Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords similar collateral and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee.

No Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of such Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. No Agent shall have

any duty to ascertain or inquire as to or monitor the performance or observance of any of the terms of the Loan Documents by any other Person.

In the event that, following a foreclosure in respect of any Mortgaged property, the Agent acquires title to any portion of such property or takes any managerial action of any kind in regard thereto in order to carry out any fiduciary or trust obligation for the benefit of another, which in such Agent's sole discretion may cause such Agent to be considered an "owner or operator" under the provisions of CERCLA or otherwise cause such Agent to incur liability under CERCLA or any other Federal, state or local law, such Agent reserves the right, instead of taking such action, to either resign as Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver.

Each Agent reserves the right to conduct an environmental audit prior to foreclosing on any real estate Collateral or mortgage Collateral. The Agents reserve the right to forebear from foreclosing in their own name if to do so may expose them to undue risk.

In no event shall any Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

For the avoidance of doubt and notwithstanding anything contrary in any Loan Document, in the event of inconsistency between the terms of this Agreement and any other Loan Document, the terms in this Agreement shall prevail.

Notwithstanding anything in the Loan Documents to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

Section 14.5 Reliance by Agents. Each Agent may rely, and will be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement, or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers), independent accountants, and other experts selected by such Agent. Each Agent will be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless such Agent first receives all advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify such Agent against any and all liability and expense which might be incurred by such Agent by reason of taking or continuing to take any such action. Each Agent will in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or

consent of the Required Lenders and each such request and any action taken or failure to act pursuant thereto will be binding upon each Lender. For purposes of determining compliance with the conditions specified in Section 12, each Lender that has signed this Agreement will be deemed to have consented to, approved, or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless any Agent has received written notice from that Lender prior to the proposed Closing Date specifying its objection thereto.

Section 14.6 Notice of Default. None of the Agents will be deemed to have knowledge or notice of the occurrence of any Event of Default or Default except with respect to defaults in the payment of principal, interest and fees required to be paid to such Agent for the account of the Lenders, unless such Agent has received written notice from a Lender or a Borrower referring to this Agreement, describing that Event of Default or Default and stating that that notice is a "notice of default." Each Agent shall promptly notify the Lenders of its receipt of any such notice. Each Agent shall take all such actions with respect to each such Event of Default or Default as requested by the Required Lenders in accordance with Section 13, but unless and until such Agent has received any such request, such Agent may (but will not be required to) take any action, or refrain from taking any action, with respect to any Event of Default or Default as such Agent deems advisable or in the best interest of the Lenders.

Section 14.7 Credit Decision. Each Lender acknowledges that none of the Agents has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties, will be deemed to constitute any representation or warranty by such Agent to any Lender as to any matter, including whether such Agent has disclosed material information in its possession. Each Lender represents to each Agent that it has, independently and without reliance upon such Agent and based on documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition, and creditworthiness of the Loan Parties, and made its own decision to enter into this Agreement and to extend credit to Borrowers under this Agreement. Each Lender also represents to each Agent that it will, independently and without reliance upon such Agent and based on documents and information as it deems appropriate at the time, continue to make its own credit analysis, appraisals, and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make all investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition, and creditworthiness of Borrowers. Except for notices, reports and other documents expressly required in this Agreement to be furnished to the Lenders by any Agent, such Agent will not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of any Borrower which may come into the possession of such Agent.

Section 14.8 Indemnification. Whether or not the transactions contemplated by this Agreement are consummated, each Lender shall indemnify upon demand each Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities, except that no Lender will

be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's own gross negligence or willful misconduct. No action taken in accordance with the directions of the Required Lenders will be deemed to constitute gross negligence or willful misconduct for purposes of this Section 14.8. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to in this Agreement, to the extent that such Agent is not reimbursed for any such expenses by or on behalf of Borrowers. The undertaking in this Section 14.8 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or modification, release or discharge of, any or all of the Collateral Documents, expiration or termination of the Letters of Credit, termination of this Agreement and the resignation or replacement of any Agent.

Section 14.9 Agents in their Individual Capacity. Each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Loan Parties and Affiliates as though such Person were not an Agent under this Agreement and without notice to or consent of any Lender. Each Lender acknowledges that, pursuant to those activities, the Person serving as an Agent or its Affiliates might receive information regarding Borrowers or their Affiliates (including information that is subject to confidentiality obligations in favor of any Borrower or any such Affiliate) and acknowledges that none of the Agents will be under any obligation to provide any such information to them. With respect to their Loans (if any), each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates have the same rights and powers under this Agreement as any other Lender and may exercise the same as though such Person were not an Agent, and the terms "Lender" and "Lenders" include such Person and its Affiliates, to the extent applicable, in their individual capacities.

Section 14.10 Successor Agents. Any may resign as such upon 30 days' notice to the Lenders. If any Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of Borrower Representative (which may not be unreasonably withheld or delayed), appoint from among the Lenders a successor Agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of an Agent, such Agent may appoint, after consulting with the Lenders and Borrower Representative, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent under this Agreement, that successor agent will succeed to all the rights, powers, and duties of the retiring Agent and the term "Administrative Agent" or "Collateral Agent," as applicable, will mean that successor agent, and the retiring Agent's appointment, powers and duties as Agent will be terminated. After any retiring Agent's resignation under this Agreement as an Agent, the provisions of this Section 14.10 and Sections 15.5 and 15.17 will inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this

Agreement. If no successor agent has accepted appointment as successor agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation will nevertheless thereupon become effective and the Required Lenders shall perform all of the duties of the retiring Agent under this Agreement until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

Section 14.11 Collateral Matters. Each Lender authorizes and directs Collateral Agent to enter into the Collateral Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) for the benefit of the Agents and the Lenders. Each Lender hereby agrees that, except as otherwise set forth in this Agreement, any action taken by any Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by such Agent or Required Lenders of the powers set forth in this Agreement or therein, together with all other powers as are reasonably incidental thereto, will be authorized by, and binding upon, all Lenders. Collateral Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender to take any action with respect to any Collateral (other than Collateral located in Mexico) or Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) which may be necessary to perfect and maintain perfected the Liens upon the Collateral granted pursuant to this Agreement and the such other Loan Documents. The Lenders irrevocably authorize Collateral Agent, at its option and in its discretion, to do any and all of the following: (a) to release any Lien granted to or held by Collateral Agent under any Collateral Document (other than the Mexican Collateral Agreements) (i) upon Payment in Full; (ii) upon property sold or to be sold or disposed of as part of or in connection with any disposition permitted under this Agreement (including the release of any Guarantor in connection with any such disposition); or (iii) subject to Section 15.1 if approved in writing by the Required Lenders; or (b) to subordinate its interest in any Collateral (other than Collateral located in Mexico) to any holder of a Lien on that Collateral which is permitted by Section 11.2(d) (it being understood that Collateral Agent may conclusively rely on a certificate from Borrower Representative in determining whether the Debt secured by any such Lien is permitted by Section 11.1(d)). Upon request by Collateral Agent at any time, the Lenders will confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 14.11.

Section 14.12 Restriction on Actions by Lenders. Each Lender shall not, without the express written consent of each Agent, and shall, upon the written request of any Agent (to the extent it is lawfully entitled to do so), set-off against the Obligations, any amounts owing by that Lender to a Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with that Lender. Each Lender shall not, unless specifically requested to do so in writing by each Agent, take or cause to be taken any action, including the commencement of any legal or equitable proceedings, to foreclose any loan or otherwise enforce any security interest in any of the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions under this Agreement and the other Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) against the Loan Parties or any third party with respect to the Obligations or the Collateral may be taken by only Administrative Agent or Collateral Agent (at the direction of the

Required Lenders or as otherwise permitted in this Agreement) or by their respective agents at the direction of such Agent.

Section 14.13 Administrative Agent May File Proofs of Claim.

14.13.1 In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to any Loan Party (including any Insolvency Proceeding), Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as expressed in this Agreement or by declaration or otherwise and irrespective of whether Administrative Agent has made any demand on Borrowers) may, by intervention in any such proceeding or otherwise, do any and all of the following:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and Administrative Agent and its respective agents and counsel and all other amounts due the Lenders and Administrative Agent under Sections 5, 15.5 and 15.17) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

14.13.2 Any custodian, receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such proceeding is hereby authorized by each Lender to make all payments to Administrative Agent and, in the event that Administrative Agent consents to the making of such payments directly to the Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under Sections 5, 15.5, and 15.17.

14.13.3 Nothing contained in this Agreement will be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 14.14 Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger," if any, has any right, power, obligation, liability, responsibility, or duty under this Agreement other than, in the case of any Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified has or is deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges

that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action under this Agreement.

Section 14.15 [Reserved].

Section 14.16 Mexican Powers of Attorney. The Administrative Agent agrees that it will not exercise any rights under any power of attorney granted under or in connection with the Mexican Loan Documents unless an Event of Default has occurred and is continuing.

ARTICLE XV

GENERAL

Section 15.1 Waiver; Amendments.

(a) No amendment, modification, or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents will be effective unless it is in writing and acknowledged by Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated in this Agreement with respect thereto or, in the absence of any such designation as to any provision of this Agreement, by the Required Lenders. Any amendment, modification, waiver, or consent will be effective only in the specific instance and for the specific purpose for which given.

(b) The Agents Fee Letter may be amended, waived, consented to, or modified by the parties thereto.

(c) No amendment, modification, waiver, or consent may extend or increase the Commitment of any Lender without the written consent of that Lender.

(d) No amendment, modification, waiver, or consent may extend the date scheduled for payment of any principal (excluding mandatory prepayments) of or interest on the Loans or any fees payable under this Agreement without the written consent of each Lender directly affected thereby.

(e) No amendment, modification, waiver, or consent may reduce the principal amount of any Loan, the rate of interest thereon, or any fees payable under this Agreement without the consent of each Lender directly affected thereby.

(f) No amendment, modification, waiver, or consent may do any of the following without the written consent of each Lender (i) release any Borrower or any Guarantor from its obligations, other than as part of or in connection with any disposition permitted under this Agreement, (ii) release all or any substantial part of the Collateral granted under the Collateral Documents (except as permitted by Section 14.11), (iii) change the definitions of Pro Rata Share or Required Lenders, any provision of this Section 15.1, any provision of Section 13.3, or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver, or consent.

(g) No provision of Sections 6.2.2, 6.3, or 7.2.2(b) with respect to the timing or application of mandatory prepayments of the Loans may be amended, modified, or waived without the consent of Lenders having a majority of the aggregate Pro Rata Shares of the Loans affected thereby.

(h) No provision of Section 14 or other provision of this Agreement affecting any Agent in its capacity as such may be amended, modified, or waived without the consent of such Agent.

(i) [Reserved]

(j) [Reserved]

(k) If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained is referred to as a "Non-Consenting Lender"), then, so long as Administrative Agent is not a Non-Consenting Lender, Administrative Agent and/or one or more Persons reasonably acceptable to Administrative Agent may (but will not be required to) purchase from that Non-Consenting Lender, and that Non-Consenting Lenders shall, upon Administrative Agent's request, sell and assign to Administrative Agent and/or any such Person, all of the Loans and Commitments of that Non-Consenting Lender for an amount equal to the principal balance of all such Loans and Commitments held by that Non-Consenting Lender and all accrued interest, fees, expenses, and other amounts then due with respect thereto through the date of sale, which purchase and sale will be consummated pursuant to an executed Assignment Agreement.

Section 15.2 Confirmations. Each Borrower and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with a copy of each such confirmation to Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under that Note.

Section 15.3 Notices.

15.3.1 Generally. Except as otherwise provided in Section 2.2, all notices under this Agreement must be in writing (including facsimile transmission) and must be sent to the applicable party at its address shown on Annex B or at any other address as the receiving party designates, by written notice received by the other parties, as its address for that purpose. Notices sent by facsimile transmission will be deemed to have been given when sent; notices sent by mail will be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service will be deemed to have been given when received. For purposes of Sections 2.2 and 2.2.2, Administrative Agent will be entitled to rely on written instructions from any person that Administrative Agent in good faith believes is an authorized officer or employee of Borrower Representative, and Borrowers shall hold Administrative Agent and each other Lender harmless from any loss, cost, or expense resulting from any such reliance.

15.3.2 Electronic Communications.

(a) Notices and other communications to any Lender under this Agreement may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, but the foregoing does not apply to notices to any Lender pursuant to Section 2.2 if that Lender has notified Administrative Agent and Borrower Representative that it is incapable of receiving notices under Section 2.2 by electronic communication. Administrative Agent or any Loan Party may, in its respective sole discretion, agree to accept notices and other communications to it under this Agreement by electronic communications pursuant to procedures approved by it, and approval of any such procedures may be limited to particular notices or communications.

(b) Unless otherwise agreed by the sender and the intended recipient, (i) notices and other communications sent to an e-mail address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail, or other written acknowledgement), (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that the notice or communication is available and identifying the website address therefor; and (iii) for both clauses (i) and (ii) of this Section 15.3.2(b), any notice, e-mail or other communication that is not sent during the normal business hours of the intended recipient will be deemed to have been sent at the opening of business on the next Business Day for the intended recipient.

Section 15.4 Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, that determination or calculation will, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP, consistently applied, but if Borrower Representative notifies Administrative Agent that Borrowers wish to amend any covenant in Sections 10 or 11.12 (or any related definition) to eliminate or to take into account the effect of any change in GAAP on the operation of that covenant (or if Administrative Agent notifies Borrower Representative that the Required Lenders wish to amend Sections 10 or 11.12 (or any related definition) for that purpose), then Borrowers' compliance with that covenant will be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either the applicable notice under this Section 15.4 is withdrawn or the applicable covenant (or related definition) is amended in a manner satisfactory to Borrowers and the Required Lenders.

Section 15.5 Costs, Expenses and Taxes. Each Loan Party, jointly and severally, shall pay on demand all reasonable out-of-pocket costs and expenses of each Agent (including Attorney Costs and Taxes) in connection with the preparation, execution, primary syndication, delivery and administration (including perfection and protection of any Collateral and the costs of IntraLinks (or other similar service), if applicable) of this Agreement, the other Loan Documents, and all other documents provided for in this Agreement or delivered or to be delivered under or in connection with this Agreement (including any amendment, supplement, or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby

are consummated, including, without limitation, all documented out-of-pocket costs and expenses incurred pursuant to Section 10.2, and all reasonable out-of-pocket costs and expenses (including Attorney Costs and any Taxes) incurred by any Agent and each Lender after an Event of Default in connection with the collection of the Obligations or the enforcement of this Agreement the other Loan Documents or any such other documents or during any workout, restructuring, or negotiations in respect thereof; provided however, that the Loan Parties shall not be liable for any stamp, documentary, recording, filing or similar Taxes that are Other Connection Taxes imposed with respect to an assignment of the Loans and Commitments (other than an assignment at the request of a Loan Party). In addition, each Loan Party shall pay, and shall save and hold harmless each Agent and the Lenders from all liability for, any fees of Loan Parties' auditors in connection with any reasonable exercise by such Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.5 will survive repayment of the Loans, cancellation of the Notes and termination of this Agreement.

Section 15.6 Assignments; Participations.

15.6.1 Assignments.

(a) Any Lender may at any time assign to one or more Persons (any such Person, an "Assignee") all or any portion of that Lender's Loans and Commitments, with the prior written consent of Administrative Agent and, other than for any assignment to an Eligible Assignee and so long as no Event of Default exists, Borrower Representative (which consent of Borrower Representative may not be unreasonably withheld or delayed). Except as Administrative Agent otherwise agrees, any such assignment must be in a minimum aggregate amount equal to U.S.$1,000,000 (which minimum will be U.S.$500,000 if the assignment is to an Affiliate of the assigning Lender) or, if less, the remaining Commitment and Loans held by the assigning Lender. Borrowers and Administrative Agent will be entitled to continue to deal solely and directly with the assigning Lender in connection with the interests so assigned to an Assignee until Administrative Agent has received and accepted an effective assignment agreement in substantially the form of Exhibit J (an "Assignment Agreement") executed, delivered, and fully completed by the applicable parties thereto and a processing fee of U.S.$3,500. For so long as no Default or Event of Default shall have occurred and is continuing at the time of such assignment, the Borrowers shall not be required to pay to any assignee Lender amounts pursuant to Section 7.6 in excess of the amounts that the Borrowers would have been obligated to pay to the assigning Lender if the assigning Lender had not assigned such Loan to such assignee, unless the circumstances giving rise to such excess payment result from a Change in Law after the date of such assignment. Any attempted assignment not made in accordance with this Section 15.6.1 will be treated as the sale of a participation under Section 15.6.2.

(b) From and after the date on which the conditions described above have been met, (i) the Assignee will be deemed automatically to have become a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to that Assignee pursuant to the Assignment Agreement, will have the rights and obligations of a Lender under this Agreement, and (ii) the assigning Lender, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to that Assignment Agreement, will be released from its rights (other than its indemnification rights)

and obligations under this Agreement. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning Lender) one or more Notes in accordance with Section 3.1 to reflect the amounts assigned to that Assignee and the amounts, if any, retained by the assigning Lender. Each such Note will be dated the effective date of the applicable assignment. Upon receipt by Administrative Agent of any such Note, the assigning Lender shall return to Borrower Representative any applicable prior Note held by it.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of that Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 15.6.1 will not apply to any such pledge or assignment of a security interest. No such pledge or assignment of a security interest will release a Lender from any of its obligations under this Agreement or substitute any such pledgee or assignee for that Lender as a party to this Agreement

15.6.2 Participations. Any Lender may at any time sell to one or more Persons participating interests in its Loans, Commitments or other interests under this Agreement (any such Person, a "Participant"), but solely to the extent that such Participant is not a Loan Party or an Affiliate of a Loan Party. In the event of a sale by a Lender of a participating interest to a Participant (a) that Lender's obligations under this Agreement will remain unchanged for all purposes, (b) Borrowers and Administrative Agent shall continue to deal solely and directly with that Lender in connection with that Lender's rights and obligations under this Agreement, and (c) all amounts payable by Borrowers will be determined as if that Lender had not sold that participation and will be paid directly to that Lender. No Participant will have any direct or indirect voting rights under this Agreement except with respect to any event described in Section 15.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which that Lender enters into with any Participant. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant will be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, but that right of set-off is subject to the obligation of each Participant to share with the Lenders, and the Lenders shall share with each Participant, as provided in Section 7.5. Participant shall be entitled to the benefits of Section 7.6 or 8 to the same extent as if it were a Lender (but no Participant will be entitled to any greater compensation pursuant to Section 7.6 and 8 than would have been paid to the participating Lender on the date of participation if no participation had been sold), and each Participant must comply with Section 7.6.4 as if it were an Assignee.

Section 15.7 Register. (1) Administrative Agent shall maintain, and deliver a copy to Borrower Representative upon written request, a copy of each Assignment Agreement delivered and accepted by it and register (the "Register") for the recordation of names and addresses of the Lenders and the Commitment of, and principal amount of (and stated interest on) the Loans owing to, each Lender from time to time and whether that Lender is the original Lender or the

Assignee. No assignment will be effective unless and until the Assignment Agreement is accepted and registered in the Register. All records of transfer of a Lender's interest in the Register will be conclusive, absent manifest error, as to the ownership of the interests in the Loans. Administrative Agent will not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register. It is the parties' intention that the Loans and Commitments be treated as registered obligations and in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, and that the right, title, and interest of the Lenders in and to those Loans and Commitments be transferable only in accordance with the terms of this Agreement.

(b) Each Lender that sells a participation to a Participant shall, acting solely for this purpose as an agent of each Borrower, maintain at one of its offices a register for the recordation of the names and addresses of each such Participant, and the Commitments of, and principal amount of (and stated interest on) the Loans owing to, such Participant (the "Participant Register"), but no Lender will be required to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans, Commitments, or its other obligations under any Loan Document) to any Person except to the extent that disclosure is required to establish that such a participation is in registered form (as described above). The entries in the Participant Register will be conclusive absent manifest error, and the applicable Lender shall treat each Person whose name is recorded in the Participant Register as the owner of that participation for all purposes of this Agreement notwithstanding any notice to the contrary.

Section 15.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 15.9 Confidentiality. As required by federal law and Administrative Agent's policies and practices, Administrative Agent may need to obtain, verify, and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services. Administrative Agent and each Lender shall use commercially reasonable efforts (equivalent to the efforts Administrative Agent or that Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to them by any Loan Party hereunder and designated as confidential, except that Administrative Agent and each Lender may disclose any information as follows: (a) to Persons employed or engaged by Administrative Agent or that Lender or that Lender's Affiliates or Approved Funds in evaluating, approving, structuring, or administering the Loans and the Commitments, (b) to any assignee or participant or potential assignee or participant that has agreed to comply with the covenant contained in this Section 15.9 (and any such assignee or participant or potential assignee or participant may disclose any such information to Persons employed or engaged by them as described in clause (a) of this Section 15.9, (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Administrative Agent or that Lender to be compelled by any court decree, subpoena, or legal or administrative order or process, but Administrative Agent or that Lender, as applicable, shall (i) use reasonable efforts to give the applicable Loan Party written notice prior to disclosing the

information to the extent permitted by that requirement, request, court decree, subpoena, or legal or administrative order or process, and (ii) disclose only that portion of the confidential information as Administrative Agent or that Lender reasonably believes, or as counsel for Administrative Agent or that Lender, as applicable, advises Administrative Agent or that Lender, that it must disclose pursuant to that requirement, (d) as Administrative Agent or that Lender reasonably believes, or on the advice of Administrative Agent's or that Lender's counsel, is required by law, (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Administrative Agent or that Lender is a party, (f) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to that Lender, (g) to that Lender's independent auditors and other professional advisors as to which that information has been identified as confidential, or (h) if that information ceases to be confidential through no fault of Administrative Agent or any Lender. Notwithstanding the foregoing, Borrowers consent to the publication by Administrative Agent or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, and Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. If any provision of any confidentiality agreement, non-disclosure agreement, or other similar agreement between any Borrower and any Lender conflicts with or contradicts this Section 15.9 with respect to the treatment of confidential information, then this Section 15.9 will supersede all such prior or contemporaneous agreements and understandings between the parties.

Section 15.10 Severability. Whenever possible each provision of this Agreement is to be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of that prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Agreement. All obligations of the Loan Parties and rights of the Agents and the Lenders, in each case, expressed in this Agreement or in any other Loan Document are in addition to, and not in limitation of, those provided by applicable law.

Section 15.11 Nature of Remedies. All Obligations of the Loan Parties and rights of Agents and the Lenders expressed in this Agreement or in any other Loan Document are in addition to and not in limitation of those provided by applicable law. No failure to exercise, and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15.12 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties to this Agreement and supersedes all prior or contemporaneous agreements and understandings of all such Persons, verbal or written, relating to the subject matter hereof and thereof (except as relates to the fees described in Section 5.1) and any prior arrangements made with respect to the payment by the Loan Parties of (or any indemnification for) any fees, costs, or expenses payable to or incurred (or to be incurred) by or on behalf of the Agents or the Lenders.

Section 15.13 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders will be deemed to be originals.

Section 15.14 Successors and Assigns. This Agreement binds the Loan Parties, the Lenders, the Agents, and their respective successors and assigns and will inure to the benefit of the Loan Parties, the Lenders, and the Agents and the successors and assigns of the Lenders and the Agents. No other Person is or is intended to be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Loan Party may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of each Agent and each Lender.

Section 15.15 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 15.16 Customer Identification – USA Patriot Act Notice. Each Lender (each for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow that Lender to identify the Loan Parties in accordance with the Patriot Act.

Section 15.17 INDEMNIFICATION BY LOAN PARTIES. In consideration of the execution and delivery of this Agreement by the Agents and the Lenders and the agreement to extend the Commitments provided under this Agreement, each Borrower hereby agrees to indemnify, exonerate, and hold harmless each Agent, each Lender and each of the officers, directors, employees, Affiliates, agents, and Approved Funds of each Agent and each Lender (each, a "Lender Party" or "Indemnitee") from and against any and all actions, causes of action, suits, losses, liabilities, damages, and expenses, including Attorney Costs (collectively, the "Indemnified Liabilities"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of Equity Interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans; (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Substance at any property owned or leased by any Loan Party; (c) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Loan Party or the operations conducted thereon; (d) the investigation, cleanup or remediation of offsite locations at which any Loan Party or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Substances; or (e) the execution, delivery, performance, or enforcement of this Agreement or any other Loan Document by any of the Lender Parties, in each case except for any such Indemnified Liabilities arising on account of the applicable Lender Party's gross negligence or willful misconduct as determined by a final, non-appealable judgment by a court of competent jurisdiction. If and to the extent that the foregoing undertaking is unenforceable for

any reason, each Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. All obligations provided for in this Section 15.17 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or any modification, release, or discharge of, any or all of the Collateral Documents and termination of this Agreement. This Section 15.17 shall not apply with respect to Taxes other than any Taxes that represent Indemnified Liabilities arising from any non-Tax claim.

Section 15.18 Nonliability of Lenders. The relationship between Borrowers on the one hand and the Lenders and the Agents on the other hand is solely that of borrower and lender. Neither any Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and the Agents and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither any Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Each Loan Party agrees, on behalf of itself and each other Loan Party, that neither any Agent nor any Lender has any liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission, or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that those losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. No Lender Party will be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement. No Lender Party will have any liability with respect to, and each Loan Party, on behalf of itself and each other Loan Party, hereby waives, releases, and agrees not to sue for, any special, punitive, exemplary, indirect, or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Each Loan Party acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders.

Section 15.19 FORUM SELECTION AND CONSENT TO JURISDICTION.

(a) Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document (except for the Mexican Loan Documents, which shall be governed under their own terms), will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court of the Southern District of New York. Each party hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court of the Southern District of New York for the purpose of any such litigation as set forth above and waives any right to any other jurisdiction to which each such party may be entitled to by reason of their present or future domicile or otherwise.

(b) Each Mexican Loan Party hereby irrevocably designated and appoints (i) IT Global Holding LLC (the "Process Agent"), with an office on the date hereof at 222 Urban Towers, Suite 1650 E, Irving, TX 75039 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in clause (a); and (ii) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by Applicable Law, the enforcement of any judgment based thereon. Each Mexican Loan Party shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Mexican Loan Party shall, by an instrument reasonably satisfactory to the Administrative Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Administrative Agent. Each Mexican Loan Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(c) Each Loan Party further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Loan Party hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

Section 15.20 WAIVER OF JURY TRIAL. **EACH LOAN PARTY, EACH AGENT, AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, AND ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MIGHT IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY**.

Section 15.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by

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

ARTICLE XVI

JOINT AND SEVERAL LIABILITY

Section 16.1 Joint and Several Liability

16.1.1 Each Loan Party and each Person comprising a Loan Party hereby acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements, and other terms contained in this Agreement are applicable to and binding upon each Person comprising a Loan Party unless expressly otherwise stated in this Agreement.

16.1.2 Each Loan Party is jointly and severally liable for all of the Obligations of each other Loan Party, regardless of which Loan Party actually receives the proceeds or other benefits of the Loans or other extensions of credit under this Agreement or the manner in which Loan Parties, any Agent, or any Lender accounts therefor in their respective books and records.

16.1.3 Each Loan Party acknowledges that it shall enjoy significant benefits from the business conducted by each other Loan Party because of, *inter alia*, their combined ability to bargain with other Persons including without limitation their ability to receive the Loans and other credit extensions under this Agreement and the other Loan Documents which would not have been available to any Loan Party acting alone. Each Loan Party has determined that it is in its best interest to procure the credit facilities contemplated under this Agreement, with the credit support of each other Loan Party as contemplated by this Agreement and the other Loan Documents.

16.1.4 Each of the Agents and the Lenders have advised each Loan Party that it is unwilling to enter into this Agreement and the other Loan Documents and make available the credit facilities extended hereby or thereby to any Loan Party unless each Loan Party agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Loan Party. Each Loan Party has determined that it is in its best interest and in pursuit of its purposes that it so induce the Lenders to extend credit pursuant to this Agreement and the other documents executed in connection with this Agreement (a) because

of the desirability to each Loan Party of the credit facilities under this Agreement and the interest rates and the modes of borrowing available under this Agreement and under those other documents; (b) because each Loan Party might engage in transactions jointly with other Loan Parties; and (c) because each Loan Party might require, from time to time, access to funds under this Agreement for the purposes set forth in this Agreement. Each Loan Party, individually, expressly understands, agrees, and acknowledges that the credit facilities contemplated under this Agreement would not be made available on the terms of this Agreement in the absence of the collective credit of all the Loan Parties, and the joint and several liability of all the Loan Parties. Accordingly, each Loan Party acknowledges that the benefit of the accommodations made under this Agreement to the Loan Parties, as a whole, constitutes reasonably equivalent value, regardless of the amount of the indebtedness actually borrowed by, advanced to, or the amount of credit provided to, or the amount of collateral provided by, any one Loan Party.

16.1.5 To the extent that applicable law otherwise would render the full amount of the joint and several obligations of any Loan Party under this Agreement and under the other Loan Documents invalid or unenforceable, such Person's obligations under this Agreement and under the other Loan Documents shall be limited to the maximum amount that does not result in any such invalidity or unenforceability, but each Loan Party's obligations under this Agreement and under the other Loan Documents shall be presumptively valid and enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 16 were not a part of this Agreement.

16.1.6 To the extent that any Loan Party makes a payment under this Section 16 of all or any of the Obligations (a "Joint Liability Payment") that, taking into account all other Joint Liability Payments then previously or concurrently made by any other Loan Party, exceeds the amount that Loan Party would otherwise have paid if each Loan Party had paid the aggregate Obligations satisfied by those Joint Liability Payments in the same proportion that such Person's Allocable Amount (as determined immediately prior to those Joint Liability Payments) bore to the aggregate Allocable Amounts of each Loan Party as determined immediately prior to the making of those Joint Liability Payments, then, following payment in full in cash of the Obligations (other than contingent indemnification Obligations not then asserted) and the termination of the Commitments, that Loan Party shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Party for the amount of that excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to the applicable Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Loan Party is equal to the maximum amount of the claim that could then be recovered from that Loan Party under this Section 16 without rendering that claim voidable or avoidable under § 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

16.1.7 Each Loan Party assumes responsibility for keeping itself informed of the financial condition of each other Loan Party, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of each other Loan Party's Obligations, and of all other circumstances bearing upon the risk of nonpayment by each other Loan Party of its Obligations, and each Loan Party agrees that neither any Agent nor any Lender has or shall

have any duty to advise that Loan Party of information known to any Agent or any Lender regarding any such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If any Agent or any Lender, in its discretion, undertakes at any time or from time to time to provide any such information to a Loan Party, neither any Agent nor any Lender shall be under any obligation to update any such information or to provide any such information to that Loan Party or any other Person on any subsequent occasion.

16.1.8 Subject to Section 15.1, Administrative Agent upon written direction from the Required Lenders is hereby authorized to, at any time and from time to time, to do any and all of the following: (a) in accordance with the terms of this Agreement, renew, extend, accelerate, or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Loan Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Loan Party and delivered to Administrative Agent or any Lender; (b) accept partial payments on an Obligation incurred by any Loan Party; (c) take and hold security or collateral for the payment of an Obligation incurred by any Loan Party under this Agreement or for the payment of any guaranties of an Obligation incurred by any Loan Party or other liabilities of any Loan Party and exchange, enforce, waive, and release any such security or collateral; (d) in accordance with the terms of the Loan Documents, apply any such security or collateral and direct the order or manner of sale thereof; and (e) with the prior consent of the Lenders, settle, release, compromise, collect, or otherwise liquidate an Obligation incurred by any Loan Party and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Loan Party. In accordance with the terms of this Agreement, Administrative Agent has the exclusive right to determine the time and manner of application of any payments or credits, whether received from a Borrower or any other source, and any such determination shall be binding on each Loan Party. In accordance with the terms of this Agreement, all such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Loan Party as Administrative Agent determines in its discretion without affecting the validity or enforceability of the Obligations of any other Loan Party. Nothing in this Section 16.1.8 modifies any right of any Loan Party or any Lender to consent to any amendment or modification of this Agreement or the other Loan Documents in accordance with the terms hereof or thereof.

16.1.9 Each Loan Party hereby agrees that, except as otherwise expressly provided in this Agreement, its obligations under this Agreement are and shall be unconditional, irrespective of (a) the absence of any attempt to collect an Obligation incurred by any Loan Party from any Loan Party or any guarantor or other action to enforce the same; (b) failure by Collateral Agent or Lenders, as applicable, to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Loan Party; (c) any Insolvency Proceeding by or against any Loan Party, or any Agent's or any Lender's election in any such proceeding of the application of § 1111(b)(2) of the Bankruptcy Code; (d) any borrowing or grant of a security interest by any Loan Party as debtor-in-possession under § 364 of the Bankruptcy Code; (e) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of any Agent's or any Lender's claim(s) for repayment of any of an Obligation incurred by any Loan Party; or (f) any other circumstance which might otherwise

constitute a legal or equitable discharge or defense of a guarantor unless that legal or equitable discharge or defense is that of a Loan Party in its capacity as a Loan Party.

16.1.10 Any notice given by Borrower Representative under this Agreement shall constitute and be deemed to be notice given by all Loan Parties, jointly and severally. Notice given by any Agent or any Lender to Borrower Representative under this Agreement or pursuant to any other Loan Documents in accordance with the terms of this Agreement or of any applicable other Loan Document shall constitute notice to each Loan Party. The knowledge of any Loan Party shall be imputed to all Loan Parties and any consent by Borrower Representative or any Loan Party shall constitute the consent of, and shall bind, all Loan Parties.

16.1.11 This Section 16 is intended only to define the relative rights of Loan Parties and nothing set forth in this Section 16 is intended to or shall impair the obligations of Loan Parties, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 16 limits the liability of any Loan Party to pay the credit facilities made directly or indirectly to that Loan Party and accrued interest, fees, and expenses with respect thereto for which that Loan Party is primarily liable.

16.1.12 The parties to this Agreement acknowledge that the rights of contribution and indemnification under this Section 16 constitute assets of each Loan Party to which any such contribution and indemnification is owing. The rights of any indemnifying Loan Party against the other Loan Parties under this Section 16 shall be exercisable upon the full and payment of the Obligations, and the termination of the Commitments.

16.1.13 No payment made by or for the account of a Loan Party, including, without limitation, (a) a payment made by that Loan Party on behalf of an Obligation of another Loan Party, or (b) a payment made by any other Person under any guaranty, shall entitle that Loan Party, by subrogation or otherwise, to any payment from that other Loan Party or from or out of property of that other Loan Party and that Loan Party shall not exercise any right or remedy against that other Loan Party or any property of that other Loan Party by reason of any performance of that Loan Party of its joint and several obligations hereunder, until, in each case, the termination of the Commitments, the expiration, termination, or Cash Collateralization of all Letters of Credit, and Payment in Full of all Obligations (other than contingent indemnification Obligations not then asserted).

ARTICLE XVII

APPOINTMENT OF BORROWER REPRESENTATIVE

17.1.1 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents) from the Lenders in the name or on behalf of that Loan Party. Administrative Agent may disburse those

proceeds to the bank account of Borrower Representative (or any other Borrower) without notice to any other Borrower or any other Loan Party.

17.1.2 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes the Borrower Representative as its agent to (a) receive statements of account and all other notices from Administrative Agent with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (b) execute and deliver Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Loan Party under this Agreement or the other Loan Documents; and (c) otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents.

17.1.3 The authorizations contained in this Section 17 are coupled with an interest and are irrevocable until Payment in Full or a change pursuant to Section 17, and Administrative Agent may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower or other Loan Party as if the same were supplied, made or taken by that Borrower or Loan Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Loan Parties to join in the execution of any writing in connection with this Agreement will not relieve any Borrower or other Loan Party from obligations in respect of that writing.

17.1.4 No purported termination of or change in the appointment of Borrower Representative as agent will be effective without the prior written consent of Administrative Agent.

ARTICLE XVIII

CONVERSION RIGHTS

Section 18.1 Conversion on the Maturity Date. Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on any date beginning on December 15, 2022 (a "Maturity Conversion Date"). In order to exercise its conversion rights under this Section 18.1, a Lender must provide written notice (a "Maturity Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the Maturity Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.1.

Section 18.2 Early Conversion.

18.2.1 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares immediately after the closing time of the Applicable Follow-On Offering (the "Offering

Conversion Date"). The Company shall provide written notice to the Lenders of the Offering Conversion Date on or prior to the second Business Day immediately preceding such date. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Offering Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Offering Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

18.2.2 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on any date Ultimate Holdings specifies as an Optional Conversion Date with respect to all Lenders. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Optional Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Optional Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

Section 18.3 Limitation on Delivery of Conversion Payment Shares. Notwithstanding anything contained herein to the contrary, (a) the aggregate number of Conversion Payment Shares issued pursuant to Section 18.1 and 18.2 shall be limited to the Conversion Cap, with a *pro rata* portion (based on the portion of the aggregate Outstanding Obligations due to such Lender) of such Conversion Cap being applicable to each converting Lender on a Maturity Conversion Date, for purposes of Section 18.1, the Offering Conversion Date, for purposes of Section 18.2.1, or the Optional Conversion Date, for purposes of Section 18.2.2, and any portion of the Conversion Cap not utilized on the Applicable Conversion Date by non-converting Lenders shall be re-allocated *pro rata* among the converting Lenders, (b) no Conversion Payment Shares shall be issued to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant if such issuance would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market and (c) no Conversion Payment Shares shall be issued to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange), and, in each case, the portion of the Outstanding Obligations with respect to which Conversion Payment Shares cannot be delivered shall be deemed to not have been converted; provided, that the foregoing limitations in clauses (a), (b) and (c) shall not apply to the extent that Ultimate Holdings receives the Requisite Shareholder Approval.

Section 18.4 Conversions Generally. Upon a Converting Lender's receipt of the Conversion Payment Shares required to be delivered to such Converting Lender under Section 18.1 or Section 18.2, the Outstanding Obligations owed to such Converting Lender that have been converted shall be deemed to have Paid in Full.

Section 18.5 Mergers. Notwithstanding anything to the contrary herein, Ultimate Holdings may not consummate any (i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination), (ii) any consolidation, merger or combination or similar transaction involving Ultimate Holdings, (iii)

any sale, lease or other transfer to a third party of the consolidated assets of Ultimate Holdings and Ultimate Holdings' Subsidiaries substantially as an entirety, or (iv) any statutory share exchange (any such event, a "Merger Event") unless the resulting, surviving or transferee Person (the "Successor Company"), if not Ultimate Holdings, shall expressly assume all of the obligations of Ultimate Holdings under this Article XVIII; provided, however, that nothing in this Section 18.5 shall be construed to permit any event or transaction otherwise prohibited under this Agreement.

Section 18.6 Effect of Recapitalizations, Reclassifications and Changes of the Common Stock.

18.6.1 In the case of: any Merger Event as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof), at and after the effective time of such Merger Event, (a) the right to convert Outstanding Obligations in Conversion Payment Shares shall be changed into a right to convert such Outstanding Obligations into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that holders of shares of Common Stock are entitled to receive (the "Reference Property," with each "unit of Reference Property" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and (b) unless context requires otherwise, all references to "Common Stock" hereunder shall be deemed references to the Reference Property. At and after the effective time of any such Merger Event, any shares of Common Stock that Ultimate Holdings would have been required to deliver upon conversion of the Outstanding Obligations under Article XVIII shall instead be deliverable in Reference Property.

18.6.2 If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then (i) the Reference Property into which the Outstanding Obligations will be convertible shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of Common Stock, and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock.

18.6.3 If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets of a Person other than Ultimate Holdings or the successor or purchasing corporation (excluding, for the avoidance of doubt, cash paid by such surviving company, successor or purchaser corporation, as the case may be, in such Merger Event), then such other Person shall execute such documentation with respect to the conversion of Outstanding Obligations as the Lenders and Ultimate Holdings in good faith determine to be commercially reasonable. The definitive agreement with respect to any Merger Event shall include such additional provisions as are reasonably necessary to protect the conversion rights of the Lenders under this Article XVIII.

18.6.4 If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is a Public Issuer, such Successor Issuer shall grant to each Lender registration rights (to

be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted to any other Person in connection with such Merger Event. If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is not a Public Issuer, such Successor Issuer shall grant each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted in connection with such Merger Event to any other holder of the shares; provided that in no event shall such registration rights be less favorable to any Lender than the registration rights set forth in any Registration Rights Agreement then in effect. Following the consummation of any Merger Event in which Ultimate Holdings is not the Successor Issuer, all references in this Article XVIII to Ultimate Holdings shall be deemed replaced with references to the Successor Issuer.

18.6.5 Ultimate Holdings shall provide written notice of any Merger Event to the Lenders as promptly as practicable after the public announcement thereof.

18.6.6 Ultimate Holdings shall not become a party to any Merger Event unless its terms are consistent with this Section 18.6 and this Section 18.6 shall similarly apply to successive Merger Events.

Section 18.7 Delivery of Conversion Payment Shares. Ultimate Holdings shall deliver any Conversion Payment Shares required to be delivered to a Lender under this Article XVIII no later than the second Business Day immediately following the Applicable Conversion Date. The Conversion Payment Shares will be issued in book-entry form and issued and delivered to the transfer agent for Ultimate Holdings and identified by restricted legends identifying the Conversion Payment Shares as restricted securities. A Converting Lender shall be deemed to be the holder of record of such Conversion Payment Shares as of 5:00 p.m. (New York City time) on the date the Conversion Payment Shares are issued and delivered to the Converting Lender.

Section 18.8 Reservation of Shares; Listing. Ultimate Holdings shall, as of the applicable Closing Date, authorize and reserve 2,098,545 shares of Common Stock for issuance upon conversion of Outstanding Obligations as Conversion Payment Shares and shall at all times keep reserved a sufficient number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations (after taking into account the Conversion Cap, to the extent then applicable) based on an Applicable Price determined as if the last calendar day of the preceding calendar quarter was an Applicable Conversion Date. No later than the Business Day immediately following any Applicable Conversion Date, Ultimate Holdings shall take all action necessary, including amending its governing documents, to authorize and reserve sufficient Conversion Payment Shares such that (a) all Conversion Payment Shares required to be delivered by Ultimate Holdings in connection with such Applicable Conversion Date (1) shall be duly and validly authorized, reserved and available for issuance on or prior to the date such Conversion Payment Shares are delivered to any Converting Lender in accordance with Section 18.4 and (2) shall, upon issuance, be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable securities laws and (b) the issuance of such Conversion Payment Shares shall not be subject to any preemptive or similar rights. On or prior to the applicable Closing Date, Ultimate Holdings shall provide notice to the Nasdaq Capital Market with respect to the listing of a number of shares of Common

Stock to satisfy the conversion of all Outstanding Obligations (after taking into account the Conversion Cap, to the extent then applicable). Ultimate Holdings shall use its best efforts to effect and maintain the listing on a Permitted Exchange of its Common Stock.

Section 18.9 Calculations. Ultimate Holdings and any Converting Lenders shall, acting in good faith and in a commercially reasonable manner, jointly determine the number of Conversion Payment Shares with respect to any Conversion; provided that if Ultimate Holdings and such Converting Lenders cannot promptly agree on the number of Conversion Payment Shares with respect to such Conversion then they shall use their good faith efforts to jointly appoint a Calculation Agent to determine such number with respect to such Conversion; provided, further, that any failure to agree or related delay in the calculation of the number of Conversion Payment Shares shall extend the time provided for delivery of the any disputed number of Conversion Payment Shares (but, for the avoidance of doubt, not the number of Conversion Payment Shares not in dispute) until the second Business Day following the determination of the calculation as provided in this Section 18.9, and such extension or delay in payment with respect to the disputed portion of Conversion Payment Shares shall not be deemed a breach of any provision of this Agreement. If Ultimate Holdings and any Converting Lenders are not able to promptly agree on a Calculation Agent with respect to a Conversion, then Ultimate Holdings shall appoint one Calculation Agent and the Converting Lenders shall appoint a second Calculation Agent and such appointed Calculation Agents shall each promptly determine the number of Conversion Payment Shares for such Conversion and the Conversion Payment Shares for such Conversion shall be deemed to be the average of the amounts determined by such Calculation Agents or, if only one Calculation Agent provides a determination of the Conversion Payment Shares prior to the date Conversion Payment Shares are required to be delivered in connection with the relevant Conversion, the number of Conversion Payment Shares determined by such Calculation Agent. Any determination of the Conversion Payment Shares pursuant to the terms of this Section 18.9 shall be final absent manifest error. All calculations under this Article XVIII shall be rounded to the nearest $1/10{,}000^{th}$, with 0.00005 rounded up to 0.0001; provided that the number of Conversion Payment Shares to be delivered to any Converting Lender shall be rounded up the nearest whole number.

Section 18.10 Conversion Information. Ultimate Holdings shall use commercially reasonable efforts to promptly provide any information to any Lender, or any Calculation Agent for purposes of Section 18.9, that such Lender or Calculation Agent determines in good faith to be reasonably necessary to make any calculations under this Article XVIII.

Section 18.11 Taxes. Ultimate Holdings shall pay any and all transfer, stamp and similar Taxes imposed by, or levied by or on behalf of, any governmental authority or agency having the power to tax that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Converting Lender in connection with any Conversion. For the avoidance of doubt, Ultimate Holdings shall not be responsible for any such transfer, stamp and similar Taxes that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Person that is not the Converting Lender, including any nominee, assignee or transferee of the Converting Lender, if such Taxes would not have been imposed or be payable had the Conversion Payment Shares been issued in the name of the Converting Lender.

Section 18.12 Peso Loans. Conversions of Outstanding Obligations hereunder shall be made by reference to the Dollar amount thereof. In the case of any Outstanding Obligations denominated in Pesos, the Dollar amount thereof shall be determined by reference to the Conversion Rate as of the relevant Applicable Conversion Date.

Section 18.13 Additional Definitions. When used in this Article XVIII, the following terms shall have the following meanings:

"Applicable Conversion Date" means, (a) with respect to a conversion by a Lender under Section 18.1, the date such Lender delivered a Maturity Conversion Notice to Ultimate Holdings, (b) with respect to a conversion by a Lender under Section 18.2.1, if the Lender delivered an Offering Conversion Notice to Ultimate Holdings, then the Offering Conversion Date and (c) with respect to a conversion by a Lender under Section 18.2.2, if the Lender delivered an Optional Conversion Notice to Ultimate Holdings, then the applicable Optional Conversion Date.

"Applicable Exchange" means, at any time, the principal United States exchange on which the Common Stock is then listed.

"Applicable Follow-On Offering" means the first underwritten public offering of Common Stock following the initial Closing Date.

"Applicable Follow-On Price" means the price per share of Common Stock paid by the purchasers in the Applicable Follow-On Offering.

"Applicable Price" means, with respect to an Applicable Conversion Date, the Market Value; provided, however, that if the Outstanding Obligations are being converted under Section 18.2.1, then the "Applicable Price" with respect to a Conversion under Section 18.2.1 shall be the "Applicable Follow-On Price," provided that Ultimate Holdings has received from the Applicable Exchange an interpretation of the applicable listing standards of the Applicable Exchange indicating that conversion at the Applicable Follow-On Price would not require shareholder approval (and Ultimate Holdings shall seek such interpretation as promptly as is commercially reasonable after the initial Closing Date); and provided further that notwithstanding anything to the contrary, a Converting Lender and Ultimate Holdings may agree in writing to use any Applicable Price with respect to any Conversion by such Converting Lender, subject to compliance with any Requirement of Law, including the rules and regulations of the Applicable Exchange. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, the Applicable Price will be with respect to one unit of Reference Property.

"Calculation Agent" means a leading international financial institution that is not an Affiliate of Ultimate Holdings or any Lender.

"Common Stock" means Class A Common Stock, $0.0001 par value per share, of Ultimate Holdings.

"Conversion" means the exercise of a conversion right under Section 18.1 or Section 18.2 by any Lender.

"Conversion Cap" means 2,098,545 shares of Common Stock.

"Conversion Payment Shares" means, with respect to any Conversion by a Lender, a number of shares of Common Stock equal to the portion of such Lender's Outstanding Obligations being converted divided by the Applicable Price with respect to the relevant Applicable Conversion Date. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, each Conversion Payment Share will be deemed replaced with one unit of Reference Property.

"Converting Lender" means, with respect to any conversion of Outstanding Obligations, the Lender that has elected to convert under Section 18.1 or Section 18.2.

"Market Disruption Event" means (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts traded on any U.S. exchange relating to the Common Stock.

"Market Value" means the consolidated closing bid price of one share of Common Stock as of 4:00 p.m., New York City time, on the Trading Day immediately preceding the Applicable Conversion Date, as provided by the Nasdaq representative for Ultimate Holdings at the Nasdaq Market Intelligence Desk (or such similar definition of the Applicable Exchange).

"Optional Conversion Date" means, with respect to a Lender, the date specified as such for purposes of Section 18.2 by Ultimate Holdings in a written notice to such Lender.

"Outstanding Obligations" means the then-outstanding aggregate principal amounts of the Loans (including any interest previously capitalized and added to principal), together with any accrued interest to, but excluding, the Applicable Conversion Date.

"Permitted Exchange" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (or any of their respective successors).

"Public Issuer" means a Successor Issuer in a Merger Event a class of whose common stock or equivalent Equity Interests is listed or admitted for trading on a Permitted Exchange.

"Requisite Shareholder Approval" means advance shareholder approval with respect to the issuance of Conversion Payment Shares upon conversion of the Outstanding Obligations (a) in excess of the limitations imposed by the Conversion Cap, (b) to any officer,

director (including any director that is an Affiliate of a Lender), employee or consultant for issuances that would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market or (c) to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange); provided, however, that the applicable Requisite Shareholder Approval will be deemed to be obtained if, due to (A) any amendment or binding change in the interpretation of the applicable listing standards of the Applicable Exchange or (B) the receipt by Ultimate Holdings from the Applicable Exchange of an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of all Outstanding Obligations.

"Scheduled Trading Day" means any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "Scheduled Trading Day" means a Business Day.

"Successor Issuer" means a Person who is a successor of Ultimate Holdings or a Person who issues common stock or equivalent Equity Interests in any Merger Event in which the shares of the Common Stock are converted into or exchanged for, in whole or in part, common stock or equivalent Equity Interests of such Person.

"Trading Day" means any day on which (A) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (B) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

[SIGNATURE PAGES FOLLOW]

EXHIBIT 27

Amended and Restated Guaranty and Collateral Agreement to the Prepetition 2L Financing Agreement

AMENDED AND RESTATED GUARANTY AND COLLATERAL AGREEMENT

AMENDED AND RESTATED GUARANTY AND COLLATERAL AGREEMENT (this "Agreement"), dated as of May 27, 2022, made by each of the Grantors referred to below, in favor of Glas Americas LLC, a Delaware limited liability company ("Glas Americas"), in its capacity as collateral agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent").

R E C I T A L S:

WHEREAS, AgileThought, Inc., a Delaware corporation ("Ultimate Holdings"), AgileThought Mexico, S.A. de C.V., a sociedad anónima de capital variable incorporated and existing under the laws of Mexico ("AgileThought Mexico" and together with Holdings, each a "Borrower" and collectively, the "Borrowers"), AN Global, LLC, a Delaware limited liability company ("Intermediate Holdings" and together with Ultimate Holdings, the "Holdings"), each subsidiary of Ultimate Holdings listed as a "Guarantor" on the signature pages thereto (together with Intermediate Holdings and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each, a "Guarantor" and, collectively, the "Guarantors", and, together with the Borrower and each other Person that becomes an "Additional Grantor" hereunder, each, a "Grantor" and, collectively, the "Grantors"), the lenders from time to time party thereto (each, a "Lender" and, collectively, the "Lenders"), the Collateral Agent and Glas USA LLC, as Administrative Agent (as defined therein) are parties to that certain Credit Agreement, dated as of November 22, 2021 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Credit Agreement");

WHEREAS, the Grantors and the Agents entered into a Guaranty and Collateral Agreement dated as of January 28, 2022, pursuant to which the Grantors assigned and transferred to Collateral Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in all of the collateral described therein (the "Original Security Agreement");

WHEREAS, the Grantors, the Collateral Agent and the Administrative Agent wish to amend and restate the Original Security Agreement pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantors, the Administrative Agent and the Collateral Agent (on its behalf and on behalf and for the ratable benefit of the Secured Parties (as defined below)) agree that the Original Security Agreement shall be and is hereby amended and restated in its entirety by this Agreement, as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All capitalized terms used in this Agreement that are defined in the Credit Agreement or in Article 8 or 9 of the Code and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Account Debtor", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Security Account", "Software", "Supporting Obligations" and "Tangible Chattel Paper".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Additional Collateral" has the meaning specified therefor in Section 4(a)(i) hereof.

"Additional Grantor" has the meaning specified therefor in Section 13(f) hereof.

"Borrower" has the meaning specified therefor in the Recitals hereto.

"Certificated Entities" has the meaning specified therefor in Section 5(m) hereof.

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

"Collateral" has the meaning specified therefor in Section 2 hereof.

"Collateral Agent" has the meaning specified therefor in the Preamble hereto.

"Copyright Licenses" means all written licenses, contracts or other agreements naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Copyright.

"Copyrights" means all domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression (including computer software and internet website content) now or hereafter owned, acquired, developed or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Credit Agreement" has the meaning specified in the Recitals hereto.

"Excluded Deposit Accounts" has the meaning specified therefor in Section 1.1 of the Credit Agreement.

"Excluded Property" has the meaning specified therefor in Section 2 hereof.

"Foreign Subsidiary" has the meaning specified therefor in Section 1.1 of the Credit Agreement.

"Grantors" has the meaning specified therefor in the Recitals hereto.

"Indemnitees" has the meaning specified therefor in Section 15.17 of the Credit Agreement.

"Intellectual Property" means all Copyrights, Patents, Trademarks and Other Intellectual Property.

"Irrevocable Proxy" has the meaning specified therefor in Section 4(a)(i) hereof.

"Lenders" has the meaning specified therefor in the Recitals hereto.

"Licenses" means the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

"Loans" has the meaning specified therefor in the Recitals hereto.

"Obligations" has the meaning specified therefor in Section 1.1 of the Credit Agreement.

"Other Intellectual Property" means all trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and privacy and other general intangibles of like nature, now or hereafter acquired, owned, developed or used by any Grantor.

"Patent Licenses" means all written licenses, contracts or other agreements naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent.

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof, and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Payment in Full" has the meaning specified therefor in Section 1.1 of the Credit Agreement.

"Perfection Requirements" has the meaning specified therefor in Section 5(j) hereof.

"Pledge Amendment" has the meaning specified therefor in Section 4(a)(ii) hereof.

"Pledged Debt" means the indebtedness owned or acquired by a Grantor described in Schedule VII hereto and all other indebtedness from time to time owned or acquired by a Grantor, the Promissory Notes and other Instruments evidencing any or all of such indebtedness, and all interest, cash, Instruments, Investment Property, financial assets, securities, Equity Interests, stock options and

Commodity Contracts, notes, debentures, bonds, Promissory Notes or other evidences of indebtedness and all other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Interests" means, collectively, (a) the Pledged Debt, (b) the Pledged Shares and (c) all security entitlements in any and all of the foregoing.

"Pledged Issuers" means, collectively, (a) the issuers of the shares of Equity Interests described in Schedule VIII hereto and (b) any other issuer of Equity Interests at any time and from time to time owned or acquired by a Grantor whose shares of Equity Interests are required to be pledged as Collateral under this Agreement.

"Pledged Partnership/LLC Agreement" has the meaning specified therefor in Section 6(k)(ii) hereof.

"Pledged Shares" means (a) the shares of Equity Interests of the Pledged Issuers, whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, (b) the certificates representing such shares of Equity Interests, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, Instruments, Investment Property, financial assets, securities, Equity Interests, stock options and Commodity Contracts, notes, debentures, bonds, Promissory Notes or other evidences of indebtedness and all other property (including, without limitation, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests and (c) without affecting the obligations of any Grantor under any provision prohibiting such action under this Agreement, the Credit Agreement or any other Loan Document, in the event of any consolidation or merger involving any Pledged Issuer and in which such Pledged Issuer is not the surviving entity or any division of any Pledged Issuer, all Equity Interests of the successor entity formed by or resulting from such consolidation, merger or division.

"Registration Page" has the meaning specified therefor in Section 4(a)(i) hereof.

"Secured Party" means, collectively, the Agents, the Lenders, and each other holder of any Secured Obligations.

"Secured Obligations" has the meaning specified therefor in Section 3 hereof.

"Security Agreement Supplement" has the meaning specified therefor in Section 13(f) hereof.

"Titled Collateral" means all Collateral for which the title to such Collateral is governed by a Certificate of Title or certificate of ownership, including, without limitation, all motor vehicles (including, without limitation, all trucks, trailers, tractors, service vehicles, automobiles and other mobile equipment) for which the title to such motor vehicles is governed by a Certificate of Title or certificate of ownership.

"Trademark Licenses" means all written licenses, contracts or other agreements naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or

agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor hereby pledges and assigns to the Collateral Agent (and its agents and designees), and grants to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, all personal property and Fixtures of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation, the following (all being collectively referred to herein as the "Collateral"):

(a) all Accounts;

(b) all Chattel Paper (whether tangible or electronic);

(c) all Commercial Tort Claims, including, without limitation, the Commercial Tort Claims described in Schedule VI hereto;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto and the monies and property in the possession or under the control of the Collateral Agent or any Lender or any affiliate, representative, agent or participant of the Collateral Agent or any Lender;

(e) all Documents;

(f) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);

(g) all Goods, including, without limitation, all Equipment, Fixtures and Inventory;

(h) all Instruments (including, without limitation, Promissory Notes);

(i) all Investment Property;

(j) all Letter-of-Credit Rights;

(k) all Pledged Interests;

(l) all Supporting Obligations;

(m) all Additional Collateral;

(n) all other tangible and intangible personal property and Fixtures of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 hereof (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, disks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 hereof or are otherwise necessary or helpful in the collection or realization thereof; and

(o) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case, howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in the following (collectively, the "Excluded Property"), (i) any of such Grantor's right, title or interest in any lease, license, contract or agreement to which such Grantor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant (A) would, under the express terms of such lease, license, contract or agreement result in a breach of the terms of, or constitute a default under, such lease, license, contract or agreement or (B) violate any Requirement of Law applicable thereto (other than to the extent that any such prohibition described in clause (i) above (1) has been waived or (2) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Code or other applicable provisions of the Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement, (ii) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, (iii) any asset of a Grantor to the extent that the creation or perfection or pledges of, or security interest in, such assets would reasonably be expected to result in material adverse tax consequences to Ultimate Holdings or any of its Subsidiaries as reasonably determined in good faith by the

Collateral Agent in consultation with the Borrowers, and (iv) the Equity Interests in any Subsidiary of a Foreign Subsidiary.

SECTION 3. Security for Secured Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Secured Obligations"):

(a) the prompt payment by each Grantor, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Credit Agreement and/or the other Loan Documents, including, without limitation, (i) all Obligations, (ii) in the case of a Guarantor, all amounts from time to time owing by such Grantor pursuant to the Credit Agreement or under any other Guaranty to which it is a party, including, without limitation, all obligations guaranteed by such Grantor and (iii) all interest, fees, commissions, charges, expense reimbursements, indemnifications and all other amounts due or to become due under any Loan Document (including, without limitation, all interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts that accrue after the commencement of any Insolvency Proceeding of any Loan Party, whether or not the payment of such interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts are unenforceable or are not allowable, in whole or in part, due to the existence of such Insolvency Proceeding); and

(b) the prompt payment and due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of this Agreement and any other Loan Document.

SECTION 4. Delivery of the Pledged Interests.

(a) (i) All Promissory Notes evidencing the Pledged Debt and all certificates currently representing the Pledged Shares shall be delivered to the Collateral Agent upon termination of the Reference Subordination Agreement (other than any Promissory Notes evidencing Pledged Debt in an amount less than $50,000 individually, or $250,000 in the aggregate, for all such Promissory Notes). All other Promissory Notes, certificates and Instruments (with a value in excess of $50,000 individually, or $250,000 in the aggregate) constituting Pledged Interests from time to time required to be pledged to the Collateral Agent pursuant to the terms of this Agreement or the Credit Agreement (the "Additional Collateral") shall be delivered to the Collateral Agent promptly upon, but in any event within ten (10) Business Days (or such later date as agreed to in writing by the Collateral Agent in its sole discretion), receipt thereof by or on behalf of any of the Grantors. All such Promissory Notes, certificates and Instruments shall be (A) held by or on behalf of the Collateral Agent pursuant hereto, (B) delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank and (C) with respect to any Pledged Shares, accompanied by (1) a duly executed irrevocable proxy coupled with an interest, in substantially the form of Exhibit D hereto (an "Irrevocable Proxy"), and (2) a duly acknowledged Equity Interest registration page, in blank, from each Pledged Issuer, substantially in the form of Exhibit E hereto, or otherwise in form and substance reasonably satisfactory to the Collateral Agent (a "Registration Page"), all in form and substance reasonably satisfactory to the Collateral Agent. If any Pledged Interests consist of uncertificated securities, unless the immediately following sentence is applicable thereto, such Grantor shall, at the request of the Collateral Agent following the occurrence and during the continuance of an Event of Default, cause (x) the Collateral Agent (or its designated custodian or nominee) to become the registered holder thereof,

or (y) each issuer of such securities to agree that it will comply with instructions originated by the Collateral Agent with respect to such securities without further consent by such Grantor. If any Pledged Interests consist of security entitlements, such Grantor shall, at the request of the Collateral Agent following the occurrence and during the continuance of an Event of Default promptly notify the Collateral Agent thereof, and (x) transfer such security entitlements to the Collateral Agent (or its custodian, nominee or other designee), or (y) cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Collateral Agent without further consent by such Grantor.

(ii) Within ten (10) Business Days (or such later date as agreed to in writing by the Collateral Agent in its sole discretion) of the receipt by a Grantor of any Additional Collateral, a pledge amendment duly executed by such Grantor, in substantially the form of Exhibit A hereto (a "Pledge Amendment"), shall be delivered to the Collateral Agent, in respect of the Additional Collateral that must be pledged pursuant to this Agreement or the Credit Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedules VII and VIII hereto. Each Grantor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Promissory Notes, certificates or Instruments listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder constitute Pledged Interests and such Grantor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 5 hereof with respect to such Additional Collateral.

(b) If any Grantor shall receive, by virtue of such Grantor being or having been an owner of any Pledged Interests, any Additional Collateral consisting of any (i) Equity Interest certificate (including, without limitation, any certificate representing an Equity Interest dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, division, sale of assets, combination of shares, stock split, spin-off or split-off), Promissory Note (other than any Promissory Note evidencing Pledged Debt in an amount less than $50,000 individually, or $250,000 in the aggregate, for all such Promissory Notes) or other Instrument (other than any Instruments with a value less than $50,000 individually, or $250,000 in the aggregate, for all such Instruments), (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Interests, or otherwise, (iii) dividends or distributions payable in cash (except such dividends and/or distributions permitted to be retained by any such Grantor pursuant to Section 7 hereof) or in securities or other property or (iv) dividends, distributions, cash, Instruments, Investment Property and other property in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus (other than any such dividends or distributions expressly permitted to be retained by such Grantor under the terms of the Credit Agreement or any other Loan Documents), such Grantor shall receive such Equity Interest certificate, Promissory Note, Instrument, option, right, payment or distribution in trust for the benefit of the Collateral Agent, shall segregate it from such Grantor's other property and shall promptly deliver it to the Collateral Agent, in the exact form received, with any necessary indorsement and/or appropriate instrument of transfer or assignment duly executed in blank (and, in the case of any Additional Collateral described in clause (b)(i) above, with an Irrevocable Proxy and Registration Page with respect to any such Additional Collateral), all in form and substance reasonably satisfactory to the Collateral Agent, to be held by the Collateral Agent as Pledged Interests.

SECTION 5. Representations and Warranties. Each Grantor jointly and severally represents and warrants as follows:

(a) Schedule I hereto sets forth a complete and accurate list as of the date hereof of (i) the exact legal name of each Grantor, (ii) the jurisdiction of organization of each Grantor, (iii) the type of organization of each Grantor and (iv) the organizational identification number of each Grantor (or states that no such organizational identification number exists). The Perfection Certificate, dated as of the date hereof, a copy of which has been previously delivered to the Collateral Agent, is true, complete and correct in all respects.

(b) All Equipment, Fixtures, Inventory and other Goods now existing are, and all Equipment, Fixtures, Inventory (other than (i) Equipment and Inventory in transit in the ordinary course of business and (ii) Equipment and Inventory with an aggregate value not exceeding $100,000) and other Goods hereafter existing will be, located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with Section 6(b)). Each Grantor's chief place of business and chief executive office, the place where such Grantor keeps its Records concerning Accounts and all originals of all Chattel Paper with a face value in excess of $50,000 individually or $250,000 in the aggregate are located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). None of the Accounts is evidenced by Promissory Notes (other than as set forth on Schedule III) or other Instruments (other than any Instrument with a value less than $50,000 individually, or $250,000 in the aggregate for all such Instruments). Set forth in Schedule IV hereto is a complete and accurate list, as of the date of this Agreement, of each Deposit Account, Securities Account and Commodities Account of each Grantor, together with the name and address of each institution at which each such Account is maintained, the account number for each such Account and a description of the purpose of each such Account. Set forth in Schedule II hereto is (i) a complete and correct list of each trade name used by each Grantor and (ii) the name of, and each trade name used by, each Person from which such Grantor has acquired any substantial part of the Collateral within five years of the date hereof.

(c) Schedule II hereto sets forth a complete and accurate list of all of the Licenses existing on the date of this Agreement. Each such License sets forth the entire agreement and understanding of the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby or the rights of any Grantor or any of its Affiliates in respect thereof. Each License now existing is, and each other License will be, the legal, valid and binding obligation of the parties thereto, enforceable against such parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally. No default under any License by any such party has occurred, nor does any defense, offset, deduction or counterclaim exist thereunder in favor of any such party. No party to any License has given any Grantor notice of its intention to cancel, terminate or fail to renew any License.

(d) Schedule II hereto sets forth a complete and accurate list of all registered and applied for Intellectual Property owned or used by each Grantor as of the date hereof. All such Intellectual Property is subsisting and in full force and effect, has not been adjudged invalid or unenforceable, is valid and enforceable and has not been abandoned in whole or in part. No such Intellectual Property is the subject of any licensing or franchising agreement. No Intellectual Property owned or used by and Grantor conflicts with the rights of others to any Intellectual Property and no Grantor is now infringing or in conflict with any such rights of others, and to the best knowledge of each Grantor, no other Person is now infringing or in conflict with any such properties, assets and rights owned or used by any Grantor, except for infringements and conflicts that could not reasonably be expected to have, individually

or in the aggregate, a Material Adverse Effect. No Grantor has received any notice that it is violating or has violated the Intellectual Property rights of any third party.

(e) None of the Other Intellectual Property of any Grantor has been used, divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person other than such Grantor; no employee, independent contractor or agent of any Grantor has misappropriated any Other Intellectual Property of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and no employee, independent contractor or agent of any Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement, or contract relating in any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property.

(f) The Pledged Issuers set forth in Schedule VIII and any additional Subsidiaries set forth on a Pledge Amendment that are Subsidiaries of a Grantor are such Grantor's only direct Subsidiaries. The Pledged Shares have been duly authorized and validly issued and are fully paid and nonassessable and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule VIII hereto, the Pledged Shares constitute 100% of the issued shares of Equity Interests of the Pledged Issuers as of the date hereof. All other shares of Equity Interests constituting Pledged Interests will be duly authorized and validly issued, fully paid and nonassessable.

(g) The Promissory Notes evidencing the Pledged Debt have been, and all other Promissory Notes from time to time evidencing Pledged Debt, when executed and delivered, will have been, duly authorized, executed and delivered by the respective makers thereof, and all such Promissory Notes are or will be, as the case may be, legal, valid and binding obligations of such makers, enforceable against such makers in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(h) The Grantors are and will be at all times the sole and exclusive owners of, or otherwise have and will have adequate rights in, the Collateral free and clear of any Liens except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office except such as may have been filed to perfect or protect any Permitted Lien.

(i) The exercise by the Collateral Agent of any of its rights and remedies hereunder will not contravene any law or Contractual Obligation binding on or otherwise affecting any Grantor or any of its properties and will not result in, or require the creation of, any Lien upon or with respect to any of its properties.

(j) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for (i) the due execution, delivery and performance by any Grantor of this Agreement, (ii) the grant by any Grantor of the security interest purported to be created hereby in the Collateral or (iii) the exercise by the Collateral Agent of any of its rights and remedies hereunder, except, in the case of this clause (iii), as may be required in connection with any sale of any Pledged Interests by laws affecting the offering and sale of securities generally. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for the perfection of the security interest purported to be created hereby in

the Collateral, except (A) for the filing under the Code as in effect in the applicable jurisdiction of the financing statements described in Schedule V hereto, all of which financing statements have been duly or will promptly be filed and are, or will substantially simultaneously with the execution and delivery of this Agreement be, in full force and effect, (B) with respect to the perfection of the security interest created hereby in the issued, registered or applied for United States Intellectual Property and Licenses, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit B hereto in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (C) [reserved], (D) with respect to the perfection of the security interest created hereby in Titled Collateral, for the submission of an appropriate application requesting that the Lien of the Collateral Agent be noted on the Certificate of Title or certificate of ownership, completed and authenticated by the applicable Grantor, together with the Certificate of Title or certificate of ownership, with respect to such Titled Collateral, to the appropriate Governmental Authority, (E) with respect to any action that may be necessary to obtain control of Collateral constituting Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights, the taking of such actions, and (F) the Collateral Agent's having possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral (subclauses (A) – (F), each, a "Perfection Requirement" and, collectively, the "Perfection Requirements").

(k) As of the date hereof, no Grantor holds any Commercial Tort Claims alleging damages for an amount in excess of $50,000 with respect to any one claim or in excess of $250,000 for all such claims, in respect of which a claim has been filed in a court of law or a written notice by an attorney has been given to a potential defendant, except for such claims described in Schedule VI.

(l) This Agreement creates a legal, valid and enforceable security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral, as security for the Secured Obligations (except, with respect to any Pledged Shares issued by a Subsidiary organized under the law of a jurisdiction that is not located in the United States (a "Foreign Jurisdiction"), to the extent creation of such security interest is governed by the laws of such Foreign Jurisdiction). The Perfection Requirements will result in the perfection of such security interests (except, with respect to any Pledged Shares issued by a Subsidiary organized under the law of a Foreign Jurisdiction, to the extent perfection thereof is governed by the laws of such Foreign Jurisdiction). Such security interests are, or in the case of Collateral in which any Grantor obtains rights after the date hereof, will be, perfected, first priority security interests, subject in priority only to the Permitted Liens, and the recording of such instruments of assignment described above (except, with respect to any Pledged Shares issued by a Subsidiary organized under the law of a Foreign Jurisdiction, to the extent creation of such security interest or the perfection thereof is governed by the laws of such Foreign Jurisdiction). Such Perfection Requirements and all other action necessary or desirable to perfect and protect such security interest have been duly made or taken, except for (i) the Collateral Agent's having possession of all Instruments, Documents, Chattel Paper and cash constituting Collateral after the date hereof, (ii) the Collateral Agent's having control of all Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights constituting Collateral after the date hereof, (iii) the other filings and recordations and actions described in Section 5(j) hereof, and (iv) with respect to any Pledged Shares issued by a Subsidiary organized under the law of a Foreign Jurisdiction, any action under or pursuant to the law of such Foreign Jurisdiction.

(m) Each Grantor and any of its Subsidiaries that is a partnership or a limited liability company with certificated Equity Interests, has irrevocably opted into (and has caused each of its Subsidiaries that is a partnership or a limited liability company with certificated Equity Interests, and a Pledged Issuer to opt into) Article 8 of the relevant Code (collectively, the "Certificated Entities"). Such

interests are securities for purposes of Article 8 of the relevant Code. With respect to each Grantor and its Subsidiaries that is a partnership or a limited liability company and is not a Certificated Entity, the partnership interests or membership interests of each such Person are not (i) dealt in or traded on securities exchanges or in securities markets, (ii) securities for purposes of Article 8 of any relevant Code, (iii) investment company securities within the meaning of Section 8-103 of any relevant Code or (iv) evidenced by a certificate.

SECTION 6. Covenants as to the Collateral. During the period from the Effective Date until the Payment in Full, unless the Collateral Agent shall otherwise consent in writing:

(a) Further Assurances. Each Grantor will take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as the Collateral Agent may reasonably require from time to time in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) otherwise to effect the purposes of this Agreement, including, without limitation: (A) at the request of the Collateral Agent, marking conspicuously all Chattel Paper, Instruments, Licenses and all of its Records pertaining to the Collateral, in each case, in excess of $50,000 in any one instance or $250,000 in the aggregate, with a legend, in form and substance reasonably satisfactory to the Collateral Agent, indicating that such Chattel Paper, Instrument, License or Records is subject to the security interest created hereby, (B) if any Account shall be evidenced by a Promissory Note or other Instrument or Chattel Paper, delivering and pledging to the Collateral Agent such Promissory Note, other Instrument or Chattel Paper, in each case, with a principal amount in excess of $50,000 individually or $250,000 in the aggregate, duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Collateral Agent, (C) executing and filing (to the extent, if any, that such Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, (D) with respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the executing and recording in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, appropriate instruments granting a security interest, as may be necessary or desirable or that the Collateral Agent may reasonably request in order to perfect and preserve the security interest purported to be created hereby, (E) delivering to the Collateral Agent Irrevocable Proxies and Registration Pages in respect of the Pledged Interests, (F) furnishing to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail, (G) if at any time after the date hereof, any Grantor acquires or holds any Commercial Tort Claim with a potential value in excess of $50,000 with respect to any one claim or in excess of $250,000 for all such claims, promptly notifying the Collateral Agent in a writing signed by such Grantor setting forth a brief description of such Commercial Tort Claim and granting to the Collateral Agent a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance reasonably satisfactory to the Collateral Agent, (H) upon the acquisition after the date hereof by any Grantor of any Titled Collateral (other than Equipment that is subject to a purchase money security interest that constitutes a Permitted Lien under the Credit Agreement), immediately notifying the Collateral Agent of such acquisition, setting forth a description of the Titled Collateral acquired and a good faith estimate of the current value of such Titled Collateral, and if so requested by the Collateral Agent, promptly causing the Collateral Agent to be listed as the lienholder on such Certificate of Title or certificate of ownership and delivering evidence of the same to the Collateral

Agent, and (I) taking all actions required by law in any relevant Code jurisdiction, or by other law as applicable in any foreign jurisdiction. No Grantor shall take or fail to take any action which could in any manner impair the validity or enforceability of the Collateral Agent's security interest in and Lien on any Collateral.

(b) Location of Equipment and Inventory. Each Grantor will keep the Equipment and Inventory (other than (i) Equipment and Inventory in transit in the ordinary course of business and (ii) Equipment and Inventory with an aggregate value not exceeding $100,000) at the locations specified in Schedule III hereto or, upon not less than 30 days' prior written notice to the Collateral Agent accompanied by a new Schedule III hereto indicating each new location of the Equipment and Inventory, at such other locations in the continental United States as the Grantors may elect, provided that (i) all action has been taken to grant to the Collateral Agent a perfected, first priority security interest in such Equipment and Inventory (subject only to Permitted Liens) in favor of the Collateral Agent, for the benefit of the Secured Parties, and (ii) the Collateral Agent's rights in such Equipment and Inventory, including, without limitation, the existence, perfection and priority of the security interest created hereby in such Equipment and Inventory, are not adversely affected thereby.

(c) Condition of Equipment. Each Grantor will maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its Equipment which is necessary or useful in the proper conduct of its business to be maintained and preserved in good working order and condition, ordinary wear and tear and casualty excepted, and will forthwith, or in the case of any loss or damage to any Equipment promptly after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable, consistent with past practice, in each case, except to the extent the failure to so maintain and preserve or so comply would not reasonably be expected to result in a Material Adverse Effect.

(d) Provisions Concerning the Accounts and the Licenses.

(i) Each Grantor will, except as otherwise provided in this subsection (d), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, each Grantor may (and, at the Collateral Agent's direction, will) take such action as such Grantor (or, if applicable, the Collateral Agent) may deem necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Collateral Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Collateral Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent or its designated agent and, upon such notification and at the expense of such Grantor and to the extent permitted by law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of a notice from the Collateral Agent that the Collateral Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent or its designated agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (x) credited to the Loan Account so

long as no Event of Default shall have occurred and be continuing or (y) if any Event of Default shall have occurred and be continuing, applied as specified in the Credit Agreement hereof, and (B) such Grantor will not adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon. Any such securities, cash, investments and other items so received by the Collateral Agent or its designated agent shall (in the sole and absolute discretion of the Collateral Agent) be held as additional Collateral for the Secured Obligations or distributed in accordance with Section 8 hereof.

(ii) Upon the occurrence and during the continuance of any breach or default under any License by any party thereto other than a Grantor, (A) the relevant Grantor will, promptly after obtaining knowledge thereof, give the Collateral Agent written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto, (B) no Grantor will, without the prior written consent of the Collateral Agent, declare or waive any such breach or default or affirmatively consent to the cure thereof or exercise any of its remedies in respect thereof, and (C) each Grantor will, upon written instructions from the Collateral Agent and at such Grantor's expense, take such action as the Collateral Agent may deem necessary or advisable in respect thereof.

(iii) Each Grantor will, at its expense, promptly deliver to the Collateral Agent a copy of each notice or other communication received by it by which any other party to any License (A) declares a breach or default by a Grantor of any material term thereunder, (B) terminates such License or (C) purports to exercise any of its rights or affect any of its obligations thereunder, together with a copy of any reply by such Grantor thereto.

(iv) Each Grantor will exercise promptly and diligently each and every right which it may have under each License (other than any right of termination) and will duly perform and observe in all respects all of its obligations under each License and will take all action necessary to maintain the Licenses in full force and effect. No Grantor will, without the prior written consent of the Collateral Agent, cancel, terminate, amend or otherwise modify in any respect, or waive any provision of, any License.

(e) Notices and Communications; Defense of Title; Amendments; Equity Issuances. Each Grantor will:

(i) at the Grantors' joint and several expense, promptly deliver to the Collateral Agent a copy of each notice or other communication received by it in respect of the Pledged Interests;

(ii) at the Grantors' joint and several expense, defend the Collateral Agent's right, title and security interest in and to the Pledged Interests against the claims of any Person, keep the Pledged Interests free from all Liens (except Permitted Liens), and not sell, exchange, transfer, assign, lease or otherwise dispose of the Pledged Interests or any interest therein, except as permitted under the Credit Agreement and the other Loan Documents;

(iii) not make or consent to any amendment or other modification or waiver with respect to any Pledged Interests or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests other than as expressly permitted under the Credit Agreement and the other Loan Documents; and

(iv) not permit the issuance of (A) any additional shares of any class of Equity Interests of any Pledged Issuer, (B) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares of Equity Interests or (C) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such shares of Equity Interests, in each case, other than as expressly permitted under the Credit Agreement and the other Loan Documents.

(f) Intellectual Property.

(i) If applicable, each Grantor has duly executed and delivered the applicable Assignment for Security in the form attached hereto as Exhibit B. Except as provided in subsection (ii) below, each Grantor (either itself or through licensees) will, and will cause each licensee thereof to, take all action necessary to maintain all of the Intellectual Property in full force and effect.

(ii) Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, no Grantor shall have an obligation to use or to maintain any Intellectual Property (A) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (B) that is being replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement or (C) that is substantially the same as any other Intellectual Property that is in full force, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such other Intellectual Property is subject to the Lien and security interest created by this Agreement.

(iii) Each Grantor will cause to be taken all necessary steps in any proceeding before the United States Patent and Trademark Office and the United States Copyright Office or any similar office or agency in any other country or political subdivision thereof to maintain each registration of the Intellectual Property (other than the Intellectual Property described in clause (ii) above to the immediately preceding sentence), including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees. If any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors shall (A) upon obtaining knowledge of such infringement, misappropriation, dilution or other violation, promptly notify the Collateral Agent and (B) to the extent the Grantors shall deem appropriate under the circumstances, promptly sue for infringement, misappropriation, dilution or other violation, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation, dilution or other violation, or take such other actions as the Grantors shall deem appropriate under the circumstances to protect such Intellectual Property.

(iv) Each Grantor shall furnish to the Collateral Agent statements and schedules further identifying and describing the Intellectual Property and Licenses and such other reports in connection with the Intellectual Property and Licenses as the Collateral Agent may reasonably request, all in reasonable detail and promptly upon request of the Collateral Agent, following receipt by the Collateral Agent of any such statements, schedules or reports, the Grantors shall modify this Agreement by amending Schedule II hereto to include any Intellectual Property and Licenses, as the case may be, which become part of the

Collateral under this Agreement, and shall execute and authenticate such documents and do such acts as shall be necessary or, in the judgment of the Collateral Agent, desirable to subject such Intellectual Property and Licenses to the Lien and security interest created by this Agreement.

(v) Notwithstanding anything herein to the contrary, upon the occurrence and during the continuance of an Event of Default, no Grantor may abandon or otherwise permit any Intellectual Property to become invalid without the prior written consent of the Collateral Agent, and if any Intellectual Property is infringed, misappropriated, diluted or otherwise violated in any material respect by a third party, the Grantors will take such action as the Collateral Agent shall deem appropriate under the circumstances to protect such Intellectual Property.

(vi) In the event that any Grantor shall (A) obtain rights to any new Trademarks necessary for the operation of its business, or any reissue, renewal or extension of any existing Trademark necessary for the operation of its business, (B) obtain rights to or develop any new patentable inventions, or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing Patent or any improvement thereof (whether pursuant to any license or otherwise), (C) obtain rights to or develop any new works protectable by Copyright, or become entitled to the benefit of any rights with respect to any Copyright or any registration or application therefor, or any renewal or extension of any existing Copyright or any registration or application therefor, or (D) obtain rights to or develop new Other Intellectual Property, the provisions of Section 2 hereof shall automatically apply thereto and such Grantor shall give to the Collateral Agent prompt notice thereof in accordance with the terms of this Agreement and the Credit Agreement. Except as otherwise provided herein or in the Credit Agreement each Grantor, either itself or through any agent, employee, licensee or designee, shall give the Collateral Agent written notice of each application submitted by it for the registration of any Trademark or Copyright or the issuance of any Patent with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency of the United States or any country or any political subdivision thereof.

(vii) Each Grantor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest hereunder in such Intellectual Property and the General Intangibles of such Grantor relating thereto or represented thereby, and each Grantor hereby appoints the Collateral Agent its attorney-in-fact to execute and/or authenticate and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, and such power (being coupled with an interest) shall be irrevocable until the Payment in Full.

(g) Deposit, Commodities and Securities Accounts. Each Grantor shall, not later than 60 days following the date hereof, cause each bank and other financial institution with an account referred to in Schedule IV hereto to execute and deliver to the Collateral Agent (or its designee) a Control Agreement, in form and substance reasonably satisfactory to the Collateral Agent, duly executed by such Grantor and such bank or financial institution, or enter into other arrangements in form and substance reasonably satisfactory to the Collateral Agent, pursuant to which such institution shall irrevocably agree (unless otherwise agreed to by the Collateral Agent), among other things, that (i) it will comply at any time with the instructions originated by the Collateral Agent (or its designee) to such bank or financial institution directing the disposition of cash, Commodity Contracts, securities, Investment Property and other items from time to time credited to such account, without further consent of such Grantor, which instructions the Collateral Agent (or its designee) will not give to such bank or other financial institution in the absence of

a continuing Event of Default, (ii) all cash, Commodity Contracts, securities, Investment Property and other items of such Grantor deposited with such institution shall be subject to a perfected, first priority security interest in favor of the Collateral Agent (or its designee) (subject to Permitted Liens), and (iii) any right of set off, banker's Lien or other similar Lien, security interest or encumbrance not constituting a Permitted Lien shall be fully waived as against the Collateral Agent (or its designee). The provisions of this Section 6(g) shall not apply to any Excluded Deposit Accounts.

(h) Titled Collateral.

(i) Each Grantor shall (a) cause all Collateral, now owned or hereafter acquired by any Grantor, which under applicable law are required to be registered, to be properly registered in the name of such Grantor, (b) cause all Titled Collateral, to be properly titled in the name of such Grantor, and if requested by the Collateral Agent, with the Collateral Agent's Lien noted thereon and (c) if requested by the Collateral Agent, promptly deliver to the Collateral Agent (or its custodian) originals of all such Certificates of Title or certificates of ownership for such Titled Collateral, with the Collateral Agent's Lien noted thereon.

(ii) Upon the acquisition after the date hereof by any Grantor of any Titled Collateral (other than Equipment to be acquired that is subject to a purchase money security interest that constitutes a Permitted Lien under the Credit Agreement), such Grantor shall immediately notify the Collateral Agent of such acquisition, set forth a description of such Titled Collateral acquired and a good faith estimate of the current value of such Titled Collateral, and if so requested by the Collateral Agent, immediately deliver to the Collateral Agent (or its custodian) originals of the Certificates of Title or certificates of ownership for such Titled Collateral, together with the manufacturer's statement of origin, and an application duly executed by the appropriate Grantor to evidence the Collateral Agent's Lien thereon.

(iii) Each Grantor hereby appoints the Collateral Agent as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose of (A) executing on behalf of such Grantor title or ownership applications for filing with appropriate Governmental Authority to enable Titled Collateral now owned or hereafter acquired by such Grantor to be amended to reflect the Collateral Agent listed as lienholder thereof, (B) filing such applications with such Governmental Authority, and (C) executing such other documents and instruments on behalf of, and taking such other action in the name of, such Grantor as the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Section 6(h)) (including, without limitation, for the purpose of creating in favor of the Collateral Agent a perfected Lien on such Titled Collateral and exercising the rights and remedies of the Collateral Agent hereunder). This appointment as attorney-in-fact is coupled with an interest and is irrevocable until the Payment in Full.

(iv) With respect to motor vehicles, any Certificates of Title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each motor vehicle covered thereby.

(v) So long as no Event of Default shall have occurred and be continuing, upon the request of any Grantor, the Collateral Agent shall execute and deliver to such Grantor such instruments as such Grantor shall reasonably request to remove the notation of the Collateral Agent as lienholder on any Certificate of Title or certificate of ownership for any Titled Collateral; provided that

any such instruments shall be delivered, and the release shall be effective, only upon receipt by the Collateral Agent of a certificate from such Grantor, stating that the Titled Collateral, the Lien on which is to be released, is to be sold in accordance with the terms of the Credit Agreement or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss), the amount that such Grantor will receive as sale proceeds or insurance proceeds and whether or not such sale proceeds or insurance proceeds are required by the Credit Agreement to be paid to the Collateral Agent to be applied to the Secured Obligations and, to the extent required by the Credit Agreement, any proceeds of such sale or casualty loss shall be paid to the Collateral Agent hereunder to be applied to the Secured Obligations in accordance with the terms of the Credit Agreement.

(i) Control. Each Grantor hereby agrees to take any or all action that may be necessary or desirable or that the Collateral Agent may reasonably request in order for the Collateral Agent to obtain control in accordance with Sections 9-104, 9-105, 9-106, and 9-107 of the Code with respect to the following Collateral (other than, for the avoidance of doubt, the Excluded Property and any Excluded Deposit Account): (i) Deposit Accounts, (ii) Securities Accounts; (iii) Electronic Chattel Paper having a fair market value that exceeds $50,000 individually or $250,000 in the aggregate, (iv) Investment Property having a fair market value that exceeds $50,000 individually or $250,000 in the aggregate and (v) Letter-of-Credit Rights having a fair market value that exceeds $50,000 individually or $250,000 in the aggregate. Each Grantor hereby acknowledges and agrees that any agent or designee of the Collateral Agent shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(j) Records; Inspection and Reporting.

(i) Each Grantor shall keep adequate records concerning the Accounts, Chattel Paper and Pledged Interests.

(ii) Except as otherwise expressly permitted by the Credit Agreement, no Grantor shall, without the prior written consent of the Collateral Agent, amend, modify or otherwise change (A) its name, organizational identification number or FEIN (B) its jurisdiction of organization as set forth in Schedule I hereto or (C) its chief executive office as set forth in Schedule III hereto. Each Grantor shall promptly notify the Collateral Agent upon obtaining an organizational identification number, if on the date hereof, such Grantor did not have such identification number.

(k) Partnership and Limited Liability Company Interests.

(i) Except with respect to partnership interests and limited liability company interests evidenced by a certificate, which certificate has been pledged and delivered to the Collateral Agent pursuant to Section 4 hereof, no Grantor that is a partnership or a limited liability company shall, nor shall any Grantor with any Subsidiary that is a partnership or a limited liability company, permit such Subsidiary's partnership interests or membership or limited liability company interests to (A) be dealt in or traded on securities exchanges or in securities markets, (B) become a security for purposes of Article 8 of any relevant Code, (C) become an investment company security within the meaning of Section 8-103 of any relevant Code or (D) be evidenced by a certificate. Each Grantor agrees that such partnership interests or membership interests shall constitute General Intangibles.

(ii) Each Grantor covenants and agrees that each limited liability agreement, operating agreement, membership agreement, partnership agreement or similar agreement to which a Grantor is a party and relating to any Pledged Interests (as amended, restated, supplemented or otherwise modified from time to time, each a "Pledged Partnership/LLC Agreement") is hereby amended by this Section 6(k) (A) to permit each member, manager and partner that is a Grantor (1) to pledge all of the Pledged Interests in which such Grantor has rights, (2) to grant and collaterally assign to the Collateral Agent, for the benefit of each Secured Party, a lien on and security interest in such Pledged Interests and (3) to, upon any foreclosure by the Collateral Agent on such Pledged Interests (or any other sale or transfer of such Pledged Interests in lieu of such foreclosure), transfer to the Collateral Agent (or to the purchaser or other transferee of such Pledged Interests in lieu of such foreclosure) its rights and powers to manage and control the affairs of the applicable Pledged Issuer, in each case, without any further consent, approval or action by any other party, including, without limitation, any other party to any Pledged Partnership/LLC Agreement or otherwise and (B) to provide that (1) the bankruptcy or insolvency of such Grantor shall not cause such Grantor to cease to be a holder of such Pledged Interests, (2) upon the occurrence of such an event, the applicable Pledged Issuer shall continue without dissolution and (3) such Grantor waives any right it might have to agree in writing to dissolve the applicable Pledged Issuer upon the bankruptcy or insolvency of such Grantor, or the occurrence of an event that causes such Grantor to cease to be a be a holder of such Pledged Interests.

(iii) Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent or its designee shall have the right (but not the obligation) to be substituted for the applicable Grantor as a member, manager or partner under the applicable Pledged Partnership/LLC Agreement, and the Collateral Agent or its designee shall have all rights, powers and benefits of such Grantor as a member, manager or partner, as applicable, under such Pledged Partnership/LLC Agreement in accordance with the terms of this Section 6(k). For avoidance of doubt, such rights, powers and benefits of a substituted member, manager or partner shall include all voting and other rights and not merely the rights of an economic interest holder.

(iv) During the period from the Effective Date until the Payment in Full, no further consent, approval or action by any other party, including, without limitation, any other party to the applicable Pledged Partnership/LLC Agreement or otherwise shall be necessary to permit the Collateral Agent or its designee to be substituted as a member, manager or partner pursuant to this Section 6(k) The rights, powers and benefits granted pursuant to this paragraph shall inure to the benefit of the Collateral Agent, on its own behalf and on behalf of each other Secured Party, and each of their respective successors, assigns and designees, as intended third party beneficiaries.

(v) Each Grantor and each applicable Pledged Issuer agrees that during the period from the Effective Date until the Payment in Full, no Pledged Partnership/LLC Agreement shall be amended to be inconsistent with the provisions of this Section 6(k)without the prior written consent of the Collateral Agent.

SECTION 7. Voting Rights, Dividends, Etc. in Respect of the Pledged Interests.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) each Grantor may exercise any and all voting and other consensual rights pertaining to any Pledged Interests for any purpose not inconsistent with the terms of this Agreement,

the Credit Agreement or the other Loan Documents; provided, however, that (A) no Grantor will exercise or refrain from exercising any such right, as the case may be, if the Collateral Agent gives such Grantor notice that, in the Collateral Agent's reasonable judgment, such action (or inaction) could reasonably be expected to violate the terms of any Loan Document or have a Material Adverse Effect and (B) each Grantor will give the Collateral Agent at least five Business Days' notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right which could reasonably be expected to adversely affect the value, liquidity or marketability of any Collateral or the creation, perfection and priority of the Collateral Agent's Lien thereon; and

(ii) each Grantor may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Interests to the extent permitted by the Credit Agreement; provided, however, that any and all (A) dividends and interest paid or payable other than in cash in respect of, and Instruments and other property received, receivable or otherwise distributed in respect of or in exchange for, any Pledged Interests, (B) dividends and other distributions paid or payable in cash in respect of any Pledged Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Interests, together with any dividend, interest or other distribution or payment which at the time of such payment was not permitted by the Credit Agreement, shall be, and shall forthwith be delivered to the Collateral Agent, to hold as, Pledged Interests and shall, if received by any of the Grantors, be received in trust for the benefit of the Collateral Agent, shall be segregated from the other property or funds of the Grantors, and shall be forthwith delivered to the Collateral Agent in the exact form received with any necessary indorsement and/or appropriate instruments of transfer or assignment or undated stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Interests such dividends, distributions and interest payments, and the Collateral Agent (personally or through an agent) shall thereupon be solely authorized and empowered to transfer and register in the Collateral Agent's name, or in the name of the Collateral Agent's nominee, the whole or any part of the Pledged Interests, it being acknowledged by each Grantor that such transfer and registration may be effected by the Collateral Agent by the delivery of a Registration Page to the Grantor or to the Pledged Issuer, as applicable, reflecting the Collateral Agent or its designee as the holder of such Pledged Interests, or otherwise by the Collateral Agent through its irrevocable appointment as attorney-in-fact pursuant to Section 8 hereof;

(ii) the Collateral Agent is authorized to notify each debtor with respect to the Pledged Debt to make payment directly to the Collateral Agent (or its designee) and may collect any and all moneys due or to become due to any Grantor in respect of the Pledged Debt, and each of the Grantors hereby authorizes each such debtor to make such payment directly to the Collateral Agent (or its designee) without any duty of inquiry;

(iii) without limiting the generality of the foregoing, the Collateral Agent may, at its option, exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests upon the merger, consolidation, division, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Interests, and, in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may determine; and

(iv) all dividends, distributions, interest and other payments that are received by any of the Grantors contrary to the provisions of Section 7(a)(i) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantors, and shall be forthwith paid over to the Collateral Agent as Pledged Interests in the exact form received with any necessary indorsement and/or appropriate instruments of transfer or assignment or undated Equity Interest powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

SECTION 8. Additional Provisions Concerning the Collateral.

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, each Grantor hereby (i) authorizes the Collateral Agent to execute any such agreements, instruments or other documents in such Grantor's name and to file such agreements, instruments or other documents in such Grantor's name and in any appropriate filing office, (ii) authorizes the Collateral Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Collateral Agent may determine, regardless of whether any particular asset of such Grantor falls within the scope of Article 9 of the Code or whether any particular asset of such Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor) and (iii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of a Grantor under Section 6 hereof and Section 7(a) hereof), including, without limitation, (i) to obtain and adjust insurance required to be paid to the Collateral Agent pursuant to the Credit Agreement, (ii) to ask, demand, collect, sue for, recover,

compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (i) or (ii) above, (iv) to receive, indorse and collect all Instruments made payable to such Grantor representing any dividend, interest payment or other distribution in respect of any Pledged Interests and to give full discharge for the same, (v) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of each Secured Party with respect to any Collateral, (vi) to execute assignments, licenses and other documents to enforce the rights of each Secured Party with respect to any Collateral, (vii) to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent (in its sole discretion), and such payments made by the Collateral Agent shall constitute additional Secured Obligations of such Grantor to the Collateral Agent, be due and payable immediately without demand, and shall bear interest from the date payment of said amounts is demanded at the Post-Default Rate, and (viii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral. This power is coupled with an interest and is irrevocable until the Payment in Full.

(c) For the purpose of enabling the Collateral Agent to exercise rights and remedies hereunder, at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby (i) grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, assign, license or sublicense any Intellectual Property now or hereafter owned by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; and (ii) assigns to the Collateral Agent, to the extent assignable, all of its rights to any Intellectual Property now or hereafter licensed or used by any Grantor. Each Grantor hereby releases the Collateral Agent from, and indemnifies the Collateral Agent against, any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Collateral Agent under the powers of attorney, proxy or license, granted herein other than actions taken or omitted to be taken through the Collateral Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(d) If any Grantor fails to perform any agreement or obligation contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Collateral Agent, and the fees and expenses of the Collateral Agent incurred in connection therewith shall be jointly and severally payable by the Grantors pursuant to Section 10 hereof constitute additional Secured Obligations of the Grantor to the Collateral Agent, be due and payable immediately without demand and bear interest from the date payment of said amounts is demanded at the Post-Default Rate.

(e) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral and shall be relieved of all responsibility for any Collateral in its

possession upon surrendering it or tendering surrender of it to any of the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters. The Collateral Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith.

(f) Anything herein to the contrary notwithstanding (i) each Grantor shall remain liable under the Licenses and otherwise in respect of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its obligations under the Licenses or otherwise in respect of the Collateral, and (iii) the Collateral Agent shall not have any obligation or liability by reason of this Agreement under the Licenses or otherwise in respect of the Collateral, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(g) The Collateral Agent may at any time in its discretion (i) without notice to any Grantor, transfer or register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Interests, subject only to the revocable rights of such Grantor under Section 7(a) hereof, and (ii) exchange certificates or Instruments constituting Pledged Interests for certificates or Instruments of smaller or larger denominations.

SECTION 9. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Collateral Agent's name or into the name of its nominee or nominees (to the extent the Collateral Agent has not theretofore done so) and thereafter receive, for the benefit of each Secured Party, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place or places to be designated by the Collateral Agent that is reasonably convenient to both parties, and the Collateral Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Collateral Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public

or private sale, at any of the Collateral Agent's offices, at any exchange or broker's board or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as the Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least ten (10) Business Days' prior notice to the applicable Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. If the Collateral Agent sells any of the Collateral upon credit, the Grantors will be credited only with payments actually received by the Collateral Agent from the purchaser thereof, and if such purchaser fails to pay for the Collateral, the Collateral may resell the Collateral and the Grantors shall be credited with proceeds of the sale. The Collateral Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the fullest extent permitted by applicable law, each Grantor hereby waives any claims against each Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that such Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (A) any such sale of the Collateral by the Collateral Agent shall be made without warranty, (B) the Collateral Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (C) the Collateral Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of the Collateral Agent (on behalf of itself and each Secured Party) and (D) such actions set forth in clauses (A), (B) and (C) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, (1) upon written notice to any Grantor from the Collateral Agent, each Grantor shall cease any use of the Intellectual Property or any trademark, patent or copyright similar thereto for any purpose described in such notice; (2) the Collateral Agent may, at any time and from time to time, upon ten (10 Business Days' prior notice to any Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (3) the Collateral Agent may, at any time, execute and deliver on behalf of a Grantor, one or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) In the event that the Collateral Agent determines to exercise its right to sell all or any part of the Pledged Interests pursuant to Section 9(a) hereof, each Grantor will, at such Grantor's expense and upon request by the Collateral Agent: (i) execute and deliver, and cause each issuer of such Pledged Interests and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Pledged Interests under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Collateral Agent, are

necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto, (ii) cause each issuer of such Pledged Interests to qualify such Pledged Interests under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Interests, as requested by the Collateral Agent, (iii) cause each Pledged Issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Interests valid and binding and in compliance with applicable law.

(c) Notwithstanding the provisions of Section 9(b) hereof, each Grantor recognizes that the Collateral Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Shares or any other securities constituting Pledged Interests and that the Collateral Agent may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Grantor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 9-610(c) of the Code (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that the Collateral Agent may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Collateral Agent (or its agent or designee) as Collateral and all Cash Proceeds received by the Collateral Agent (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral, the Collateral Agent may, in the discretion of the Collateral Agent, be held by the Collateral Agent (or its agent or designee) as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 10 hereof) in whole or in part by the Collateral Agent against, all or any part of the Secured Obligations in such order as the Collateral Agent shall elect, consistent with the provisions of the Credit Agreement. Any surplus of such cash or Cash Proceeds held by the Collateral Agent (or its agent or designee) and remaining after the Payment in Full shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(e) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which each Secured Party is legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by

applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by the Collateral Agent to collect such deficiency.

(f) Each Grantor hereby acknowledges that if the Collateral Agent complies with any applicable Requirements of Law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(g) The Collateral Agent shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Collateral Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

SECTION 10. Indemnity and Expenses.

(a) Each Grantor jointly and severally agrees to defend, protect, indemnify and hold harmless the Collateral Agent and each other Indemnitee in accordance with Section 15.17 of the Credit Agreement.

(b) Each Grantor jointly and severally agrees to pay to the Collateral Agent costs and expenses in accordance with Section 15.5 of the Credit Agreement.

SECTION 11. Notices, Etc. All notices and other communications provided for hereunder shall be given in accordance with the notice provision of the Credit Agreement.

SECTION 12. Security Interest Absolute; Joint and Several Obligations.

(a) All rights of the Secured Parties, all Liens and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Grantors in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

(b) Each Grantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and notice of the incurrence of any Secured Obligation by any Borrower, (iii) notice of any actions taken by the Collateral Agent, any Lender, any Grantor or any other Person under any Loan Document or any other agreement, document or instrument relating thereto, (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Secured Obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving such Grantor of any such Grantor's obligations hereunder and (v) any requirement that the Collateral Agent or any Lender protect, secure, perfect or insure any security interest or other lien on any property subject thereto or exhaust any right or take any action against any Grantor or any other Person or any collateral.

(c) All of the obligations of the Grantors hereunder are joint and several. The Collateral Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, the Collateral Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by the Collateral Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder.

SECTION 13. Miscellaneous.

(a) No amendment of any provision of this Agreement (including any Schedule attached hereto) shall be effective unless it is in writing and signed by each Grantor affected thereby and the Collateral Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall be effective unless it is in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Parties to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Parties provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Parties under any Loan Document against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, any Grantor.

(c) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the Payment in Full and (ii) be binding on each Grantor all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code, and shall inure, together with all rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, each Secured Party may assign or otherwise transfer its respective rights and obligations under this Agreement and any other Loan Document to any other Person pursuant to the terms of the Credit Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured

Parties herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Secured Party shall mean the assignee of any such Secured Party. None of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment or transfer shall be null and void.

(d) After the occurrence of the Payment in Full, (i) subject to paragraph (e) below, this Agreement and the security interests and licenses created hereby shall terminate and all rights to the Collateral shall revert to the Grantors, (ii) the Collateral Agent agrees to file UCC amendments on or promptly after the Payment in Full to evidence the termination of the Liens so released and (iii) the Collateral Agent will, upon the Grantors' request and at the Grantors' cost and expense, (A) promptly return to the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (B) promptly execute and deliver to the Grantors such documents and make such other filings as the Grantors shall reasonably request to evidence such termination, without representation, warranty or recourse of any kind. In addition, upon any sale or disposition of any item of Collateral in a transaction expressly permitted under the Credit Agreement, the Collateral Agent agrees to execute a release of its security interest in such item of Collateral, and the Collateral Agent shall, upon the reasonable request of the Grantors and at the Grantors' cost and expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such release, without representation, warranty or recourse of any kind.

(e) This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit C hereto (each a "Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedules I-VIII attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I-VIII, respectively, hereto, and the Collateral Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(g) **THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND**

(II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(h) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 15.19 and 15.20 of the Credit Agreement, *mutatis mutandi*.

(i) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

(j) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(l) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

(m) For purposes of this Agreement, all references to Schedules I-VIII attached hereto shall be deemed to refer to each such Schedule as updated from time to time in accordance with the terms of this Agreement.

SECTION 14. Reference Subordination Agreement. Notwithstanding any provision to the contrary contained herein, all terms and provisions of this Agreement are subject to the terms of the Reference Subordination Agreement. In the event of any conflict between the terms of this Agreement (other than Section 2) and the Reference Subordination Agreement, the terms of the Reference Subordination Agreement shall govern. Any reference in this Agreement to a "first priority Lien" or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of the First Lien Agent (as defined in the Reference Subordination Agreement) under the Collateral Documents (as defined in the Senior Credit Facility Documentation). To the extent that any original certificate, promissory note, chattel paper or instrument is required pursuant to the terms of this Agreement to be delivered to the Collateral Agent, so long as the Reference Subordination Agreement is in effect, delivery of such original certificates, promissory notes, chattel paper, or instruments to the First Lien Agent (as defined in the Reference Subordination Agreement) shall be deemed to satisfy such requirement.

SECTION 15. Effect of Restatement.This Agreement shall, except as otherwise expressly set forth herein, supersede the Original Security Agreement from and after the date hereof with respect to

the Collateral. The parties hereto acknowledge and agree, that this Agreement shall not constitute or effect (a) a novation or termination of any of the obligations of the Grantors, the Administrative Agent or the Collateral Agent under the Original Security Agreement as in effect prior to the date hereof, which obligations of the Grantors, the Administrative Agent and the Collateral Agent continue in full force and effect as set forth in the Original Security Agreement with only the terms being modified and restated as provided in this Agreement nor (b) a release of any Liens under the Original Security Agreement.

[*Remainder Of This Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN GLOBAL LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

COLLATERAL AGENT:

GLAS AMERICAS LLC

By: _____

Name: Yana Kislenko

Title: Vice Persident

EXHIBIT B

ASSIGNMENT FOR SECURITY - - [TRADEMARKS] [PATENTS] [COPYRIGHTS]

WHEREAS, _____ (the "Assignor") [has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks")] [holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents")] [holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered or applied for in the United States Copyright Office (the "Copyrights")];

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated May 27, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the [Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks][Patents][Copyrights] and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of _____ ____, 20___.

[GRANTOR]

By: _____
Name: _____
Title: _____

SCHEDULE A TO ASSIGNMENT FOR SECURITY

[Trademarks and Trademark Applications]

[Patent and Patent Applications]

[Copyright and Copyright Applications]

Owned by _____

EXHIBIT C

FORM OF SECURITY AGREEMENT SUPPLEMENT

[Date of Security Agreement Supplement]

Blue Torch Finance, as Collateral Agent
Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

Ladies and Gentlemen:

Reference hereby is made to (a) the Financing Agreement, dated as of May 27, 2022 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement") by and among AgileThought, Inc., a Delaware corporation ("Holdings"), AN Global, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with Holding and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each, a "Guarantor" and, collectively, the "Guarantors", and, together with the Borrower and each other Person that becomes an "Additional Grantor" hereunder, each, a "Grantor" and, collectively, the "Grantors"), the lenders from time to time party thereto (each, a "Lender" and, collectively, the "Lenders"), and Blue Torch Finance LLC, in its capacity as Collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent") and (b) the Pledge and Security Agreement, dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantors from time to time party thereto in favor of the Collateral Agent. Capitalized terms defined in the Financing Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Financing Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for the ratable benefit of each Secured Party, a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Security Agreement) of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedules I through VIII to Schedules I through VIII, respectively, to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Security Agreement and do not omit to state any information material thereto.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Financing Agreement, *mutatis mutandi*.

Very truly yours,

[NAME OF ADDITIONAL LOAN PARTY]

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF IRREVOCABLE PROXY

(Interests of [_____] (the "Issuer"))

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [_____] a [_____] (the "Grantor"), hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes Blue Torch Finance LLC, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Proxy Holder") under the Financing Agreement, dated as of May 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), to which the Proxy Holder, the Grantor, certain affiliates of the Grantor and the Lenders are a party, the attorney and proxy of the Grantor with full power of substitution and resubstitution, to the full extent of the Grantor's rights with respect to all of the Pledged Interests (as defined in the Security Agreement, defined below) which constitute the Equity Interests of the Issuer (the "Interests") owned by the Grantor. Upon the execution hereof, all prior proxies given by the Grantor with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is irrevocable, is coupled with an interest, and is granted pursuant to that certain Pledge and Security Agreement, dated as of May 27, 2022, by and among the Grantor, certain affiliates of the Grantor and Proxy Holder (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Proxy Holder in consideration of the credit extended pursuant to the Financing Agreement. Capitalized terms used herein but not otherwise defined in this Irrevocable Proxy have the meanings ascribed to such terms in the Security Agreement.

The Proxy Holder named above will be empowered and may exercise this Irrevocable Proxy to vote the Interests at any and all times after the occurrence and during the continuation of an Event of Default, including, but not limited to, at any meeting of the [members/board] of the Issuer, however called, and at any adjournment thereof, or in any written action by consent of the [members/board] of the Issuer. This Irrevocable Proxy shall remain in effect with respect to the Interests until the Termination Date, and will continue to be effective or automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by Proxy Holder as a preference, fraudulent conveyance, or otherwise under any bankruptcy, insolvency, or similar law, all as though such payment had not been made (provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Proxy Holder in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations), notwithstanding any time limitations set forth in the [operating agreement/by-laws] and other organization documents of the Issuer or the [Limited Liability Company Act/Corporations Act] of the State of [_____].

Any obligation of the Grantor hereunder shall be binding upon the heirs, successors, and assigns of the Grantor (including, without limitation, any transferee of any of the Interests).

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Grantor has executed this Irrevocable Proxy as of this [__] day of [_____ ____], 202[___].

[ ]

By: _____

Print Name: _____

Title: _____

EXHIBIT E

FORM OF REGISTRATION PAGE

[Issuer]

[Stock/Membership/Partnership] Ledger as of _____, ___*

Name	Certificate No.	Number of Interests

Acknowledged By:

[Issuer]

By: _____

Print Name: _____

Title: _____

*To Remain Blank - Not Completed at Closing

* To Remain Blank - Not Completed at Closing.

EXHIBIT 28

Amendment No. 4 to the Prepetition 2L Financing Agreement

AMENDMENT No. 4 TO CREDIT AGREEMENT

This AMENDMENT No. 4 TO THE CREDIT AGREEMENT (this "Amendment"), dated as of August 10, 2022, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de c apital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLO BAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies"), the other Loan Parties party hereto, the lende rs party hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and a ssigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collat eral agent for the Lenders (in such capacity, together with its successors and assigns in such capac ity, the "Collateral Agent," and together with the Administrative Agent, the "Agents" and each, an "Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, on May 27, 2022, AN Global LLC, as borrower, the other Loan Parties party thereto as guarantors, the lenders party thereto, Blue Torch Finance LLC, as collateral agent and Blue Torch Finance LLC, as administrative agent, entered into a Financing Agreement, providing for the extension of a $55,000,000 term loan facility and a $3,000,000 revolving facility (the "New First Lien Credit Agreement"); and

WHEREAS, pursuant to the Amendment No. 3 to the Credit Agreement, dated as of May 27, 2022 (the "Amendment No. 3 to Credit Agreement"), the parties thereto agreed to engage in good faith negotiations in order to enter into this Amendment for the purpose of amending the terms and conditions of the affirmative covenants, negative covenants, events of default, and guaranty of the Credit Agreement, in order for such terms and conditions to be not more favorable to the Lenders than the corresponding provisions under the New First Lien Credit Agreement.

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Amendments to Credit Agreement. This Amendment is entered into in accordance with Section 15.1 of the Credit Agreement and constitutes an integral part of the Credit Agreement. Except as amended by this Amendment, the provisions of the Credit

Agreement are in all respects ratified and confirmed and shall remain in full force and effect. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement (as amended by this Amendment) are used herein as therein defined, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement shall apply *mutatis mutandis* to this Amendment.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT; RECTIFICATION OF AMENDMENT NO. 3 TO CREDIT AGREEMENT

Section 2.1 Amendments to Credit Agreement. Effective as of the Amendment No. 4 Effective Date (as defined below),

(a) the Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein; and

(b) the Credit Agreement is hereby amended by replacing the Schedules thereto in their entirety, with the Schedules included in Exhibit B hereto.

Section 2.2 Rectification of Amendment No. 3 to Credit Agreement.

(a) The Loan Parties, the Lenders and the Agents hereby acknowledge and agree that (i) AgileThought Mexico continues to be a Borrower and party to the Credit Agreement, and that reference to AgileThought Mexico in Section 3.2 of the Amendment No. 3 to Credit Agreement was a typographical error, and (ii) the Mexican Administrative Trust and the Mexican Security Trust have not been terminated and continue in full force and effect.

(b) The Loan Parties, the Lenders and the Agents hereby agree that Section 3.1 of the Amendment No. 3 to Credit Agreement shall be restated as follows:

"*Effective as of the Amendment No. 3 Effective Date, the Lenders hereby agree that:*

(a) the Mexican Loan Documents will terminate automatically and without further action (other than such actions as may be required to effectuate, or reflect in public or private record, the termination and release of such Mexican Loan Documents, as further described below), except only those provisions that are expressly specified in the Mexican Loan Documents as surviving that respective agreement's termination (such provisions shall survive without prejudice and remain in full force and effect);

(b) they will promptly execute and deliver such other termination statements and lien releases as the Loan Parties may reasonably request to further evidence, effect or reflect on public record the release of any security interests, pledges, mortgages, liens and other encumbrances granted to the Lenders pursuant to the Mexican Loan Documents;

(c) they will promptly terminate each financing statement existing under the Uniform Commercial Code pursuant to the Guaranty and Collateral Agreement as in effect on the date hereof (prior to giving effect to any amendment thereto on the date hereof); and

(d) they will promptly execute and deliver termination notices in relation to each Control Agreement executed pursuant to the terms of the Guaranty and Collateral Agreement as in effect on the date hereof (prior to giving effect to any amendment thereto on the date hereof);

provided that each of the Mexican Administrative Trust and the Mexican Security Trust shall not be so terminated, and the Liens and beneficial rights created thereunder in favor of the Lenders shall survive in full force and effect (and the obligations under clause (b) above shall not apply thereto), until such time as the holder of the first beneficiary rights thereunder shall have terminated its rights thereunder (in which case the Lenders agree that they shall concurrently terminate their respective rights thereunder)."

(c) The Loan Parties, the Lenders and the Agents hereby agree that Section 3.2 of the Amendment No. 3 to Credit Agreement shall be restated as follows:

"*Effective as of the Amendment No. 3 Effective Date, the Lenders hereby agree that the obligations of AgileThought Digital Solutions S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., Faktos Inc, S.A.P.I. de C.V., Cuarto Origen, S. de R.L. de C.V., AGS Alpama Global Services Mexico, S.A. de C.V., Entrepids Mexico, S.A. de C.V., AN UX, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AgileThought Servicios México, S.A. de C.V., and AgileThought Servicios Administrativos, S.A. de C.V. under the Loan Documents shall be automatically terminated and of no further force and effect (other than those obligations that expressly survive the termination thereof).*"

ARTICLE III

CONDITIONS TO EFFECTIVENESS

Section 3.1 Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective on the date hereof, subject to the Administrative Agent and the Lenders having received on such date a copy of this Amendment signed by the Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders.

ARTICLE IV

RATIFICATION AND REAFFIRMATION

Section 4.1 Ratification and Reaffirmation. Each Loan Party hereby ratifies and confirms the Credit Agreement and each other Loan Document to which it is a party, each of which shall remain in full force and effect according to their respective terms, as amended hereby. In connection with the execution and delivery of this Amendment and the other Loan Documents delivered herewith, each Loan Party, as borrower, debtor, grantor, mortgagor,

pledgor, guarantor, assignor, obligor or in other similar capacities in which such Loan Party grants liens or security interests in its properties or otherwise acts as an accommodation party, guarantor, obligor or indemnitor or in such other similar capacities, as the case may be, in any case under any Loan Documents, hereby (a) ratifies, reaffirms, confirms and continues all of its payment and performance and other obligations, including obligations to indemnify, guarantee, act as surety, or as principal obligor, in each case contingent or otherwise, under each of such Loan Documents to which it is a party, (b) ratifies, reaffirms, confirms and continues its grant of liens on, or security interests in, and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and (c) confirms and agrees that such liens and security interests secure all of the Obligations. Each Loan Party hereby consents to the terms and conditions of the Credit Agreement, as amended hereby. Each Loan Party acknowledges (i) that each of the Loan Documents to which it is a party remains in full force and effect, (ii) that each of the Loan Documents to which it is a party is hereby ratified, continued and confirmed, (iii) that any and all obligations of such Loan Party under any one or more such documents to which it is a party is hereby ratified, continued and reaffirmed, and (iv) that, to such Loan Party's knowledge, there exists no offset, counterclaim, deduction or defense to any obligations described in this Section 4. This Amendment shall not constitute a course of dealing with the Administrative Agent, the Collateral Agent or the Lenders at variance with the Credit Agreement or the other Loan Documents such as to require further notice by the Administrative Agent, the Collateral Agent or the Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

ARTICLE V

ACKNOWLEDGMENTS BY CERTAIN LENDERS

Section 5.1 Acknowledgments by Certain Lenders. By executing this Amendment, each of the Tranche C Lender, the Tranche D Lender and the Tranche E Lender agrees that:

(a) it does not hold or maintain any principal of any Loan under the Credit Agreement, and all principal of Loans under the Credit Agreement previously held or maintained under the Credit Agreement was converted into shares of Common Stock of Ultimate Holdings prior to the date hereof in accordance with Article XVIII of the Credit Agreement; and

(b) none of the interest owed to it under the Credit Agreement has been so converted.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Signatures; Effect of Amendment. By executing this Amendment, each of the Loan Parties is deemed to have executed the Credit Agreement, as amended hereby, as a Borrower and a Loan Party (or, in the case of the Intermediate Holdings and the Guarantors, solely as a Loan Party). All such Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders acknowledge and agree that (a) nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of

the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed, and (b) other than as expressly set forth herein, the obligations under the Credit Agreement and the guarantees, pledges and grants of security interests created under or pursuant to the Credit Agreement and the other Loan Documents continue in full force and effect in accordance with their respective terms and the Collateral secures and shall continue to secure the Loan Parties' obligations under the Credit Agreement (as amended hereby) and any other obligations and liabilities provided for under the Loan Documents. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Administrative Agent, the Collateral Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a novation of any of the Obligations under the Credit Agreement or obligations under the Loan Documents. This Amendment does not extinguish the indebtedness or liabilities outstanding in connection with the Credit Agreement or any of the other Loan Documents. No delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 15.1 of the Credit Agreement.

Section 6.2 Counterparts. This Amendment may be executed electronically and in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

Section 6.3 Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

Section 6.4 Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

Section 6.5 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

Section 6.6 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Credit Agreement, or any other Loan Document to the Credit Agreement shall be a reference to the Credit

Agreement as amended hereby and as may be further amended, modified, restated, supplemented or extended from time to time.

Section 6.7 Governing Law. THIS AMENDMENT IS A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 6.8 Payment of Costs and Expenses. Each Loan Party, jointly and severally, agree pursuant to the terms of Section 15.5 of the Credit Agreement, to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Lenders incurred in connection with the transactions contemplated hereby (including Attorney Costs and Taxes) in connection with the preparation, execution and delivery of this Amendment and the other Loan Documents.

Section 6.9 Administrative Agent and Collateral Agent Instruction. Each Lender party hereto, through its execution of this Amendment, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Amendment.

[Signatures Immediately Follow]

The parties are signing this Amendment No. 4 to Credit Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),
a Delaware corporation

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF00D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE, LLC,
a Delaware limited liability company

DocuSigned by:
By: Diana Abril
E6CC3F0A1E12402...
Name: Diana Abril
Title: Manager

IT GLOBAL HOLDING LLC,
a Delaware limited liability company

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

AN GLOBAL LLC,
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.,
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.,
a *sociedad anónima promotora de inversiones de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

GUARANTORS:

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company
By: 4th Source, LLC, as Member

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY, INC.,
a Delaware corporation

DocuSigned by:
By: carolyne cesar
C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company
By: QMX Investment Holdings USA, Inc.

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA,
a California corporation

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC,
a Florida limited liability company

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Manager

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney-in-Fact

By:_____
Name: Alejandro Aguirre
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By:_____
Name: Andres Borrego
Title: Attorney-in-Fact

By:_____
Name: Alejandro Aguirre
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Alejandro Gorozpe Bárbara
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Alejandro Gorozpe Bárbara
Title: Attorney-in-fact

MANUEL SENDEROS FERNANDEZ

By: DocuSigned by: Manuel Senderos 98F7D4297412499...

KEVIN JOHNSTON

By: DocuSigned by: 8B094ED22E4A433...

ADMINISTRATIVE AGENT:

GLAS USA LLC,
as Administrative Agent

By: _____
Name: LISHA JOHN
Title: VICE PRESIDENT

By: _____
Name:
Title:

COLLATERAL AGENT:

GLAS AMERICAS LLC,
as Collateral Agent

By: _____
Name: LISHA JOHN
Title: VICE PRESIDENT

By: _____
Name:
Title:

EXHIBIT A

[*Attached*]

CREDIT AGREEMENT

dated as of November 22, 2021

by and among

AGILETHOUGHT, INC.

and

AGILETHOUGHT MEXICO, S.A. DE C.V.
as Borrowers,

AN GLOBAL LLC,

as Intermediate Holdings

CERTAIN OTHER LOAN PARTIES PARTY HERETO,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

GLAS USA LLC,
as Administrative Agent,

and

GLAS AMERICAS LLC,
as Collateral Agent

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT (as amended, modified, or supplemented from time to time, this "Agreement"), dated as of November 22, 2021, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings",") and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as the Collateral Agent for the Lenders, and together with the Administrative Agent, the "Agents" and each, an "Agent".")

RECITALS

WHEREAS, the Borrowers have requested that the Lenders (as defined below) make Loans (as defined below) to provide the funds required to prepay existing Debt of the Loan Parties and for other general corporate purposes, as further provided herein, in the form of US Dollar denominated term loans and Mexican Peso denominated term loans to the Borrowers;

WHEREAS, the Lenders are willing to do so, but solely on the terms and conditions set forth in this Agreement;

WHEREAS, to secure the Loans and other Obligations, the Borrowers and the other Loan Parties are granting to the Collateral Agent, for the benefit of the Agents (as defined below) and Lenders, or directly to the Lenders in the case of the Mexican Collateral Agreements (as defined below), a security interest in and lien upon substantially all of the real and personal property of the Loan Parties; and

WHEREAS, this Agreement (and the indebtedness and obligations evidenced hereby) are subordinate in the manner, and to the extent, set forth in that certain subordination and intercreditor agreement dated as of May 27, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Reference Subordination Agreement") by and among Blue Torch, Finance LLC, as first lien agent for the first lien creditors (the "First Lien Agent for the First Lien Creditors ") and the Agents, as Second Lien Agentssecond lien agents for the Second Lien Creditorssecond lien creditors, and acknowledged by the Credit Parties signatory thereto; and each Lender under this Agreement, by its acceptance hereof, shall be bound by the terms and provisions of the Reference Subordination Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. When used herein the following terms shall have the following meanings:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" is defined in the Guaranty and Collateral Agreement.

~~"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or a substantial portion of the assets of a Person, or of all or a substantial portion of any business or division of a Person, (b) the acquisition of in excess of 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).~~

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Party) that is secured on a pari passu basis to the Obligations; the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents (as defined in the New Senior Credit Agreement) and the Required Lenders (as defined in the New Senior Credit Agreement).

"Administrative Agent" means GLAS USA LLC in its capacity as administrative agent for the Lenders hereunder, and any successor thereto in such capacity.

"Affiliate" ~~of~~means, with respect to any Person ~~means (a)~~, any other Person ~~which,~~that directly or indirectly through one or more intermediaries, controls ~~or~~, is controlled by, or is under common control with, such Person~~, (b) any officer, director, member, managing member or general partner of such Person (or of any Subsidiary of such Person) and (c) with respect to any Lender, any entity administered or managed by such Lender or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses~~. For purposes of this definition, "control" of a Person means the power, directly or indirectly, ~~power~~either to (a) vote ~~5~~10% or more of the ~~securities (on a fully diluted basis)~~Equity Interests having ordinary voting power for the election of ~~directors or managers or power to~~members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. ~~Unless expressly stated otherwise herein, neither Administrative~~Notwithstanding anything herein to the contrary, in no event shall any Agent ~~nor~~or any Lender ~~shall~~ be ~~deemed~~considered an "Affiliate" of any Loan Party. ~~For purpose of the Loan Documents, unless otherwise agreed to by the Administrative Agent (acting at the written direction of the Required Lenders),~~

~~the Equity Investors and their Affiliates shall be deemed Affiliates of, and holders of Equity Interests in, Ultimate Holdings.~~

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021, by Ultimate Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among Intermediate Holdings, Ultimate Holdings, Blue Torch Finance LLC and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations (as defined in the New Senior Credit Agreement).

"Agents" means Administrative Agent and Collateral Agent.

"Agents Fee Letter" means the fee letter dated as of November 22, 2021, among the Borrowers and Agents.

"Aggregate Commitments" means the Commitments of all the Lenders. The Aggregate Commitments of the Lenders on the Closing Date is (i) with respect to the Dollar Commitments, ~~U.S.~~US$7,500,000.00 *plus* the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date and (ii) with respect to the Peso Commitments, MXN198,446,203.

~~"AgileThought Earn-out Obligations" means the Earn-out Obligations due and payable under the Specified Acquisition Agreements.~~

"Amendment No. 1 Effective Date" has the meaning ascribed to such term in the Amendment No. 1 to the Credit Agreement.

"Amendment No. 1" means that certain Amendment No. 1 to Credit Agreement, dated as of December 9, 2021, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto as Lenders, the Administrative Agent and the Collateral Agent.

"Amendment No. 3" means that certain Amendment No. 3 to Credit Agreement, dated as of May 22, 2022, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto as Lenders, the Administrative Agent and the Collateral Agent.

"Amendment No. 3 Effective Date" has the meaning ascribed to such term in the Amendment No. 3 to the Credit Agreement.

"Amendment No. 4 Effective Date" has the meaning ascribed to such term in the Amendment No. 4 to the Credit Agreement.

"Amendment No. 4" means that certain Amendment No. 4 to Credit Agreement, dated as of August 8, 2022, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to US$1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (e.g., 18 U.S.C. §§ 2339A and 2339B).

"Approved Fund" means (a) any Person (other than a natural Person) engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is advised, administered, or managed by a Lender, an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers, advises or manages a Lender), (b) with respect to any Lender that is an investment fund, any other investment fund that invests in loans and that is advised, administered or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor, and (c) any third party which provides "warehouse financing" to a Person described in clause (a) or (b) (and any Person described in said clause (a) or (b) shall also be deemed an Approved Fund with respect to such third party providing such warehouse financing).

~~"Asset Disposition" means the sale, lease, assignment, disposition, conveyance or other transfer for value by any Loan Party to any Person of any asset or right of such Loan Party (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to any Loan Party) condemnation, confiscation, requisition, seizure or taking thereof).~~

"Attorney Costs" means, with respect to any Person, all reasonable and documented out-of-pocket fees and charges of any counsel to such Person, and all court costs and similar legal expenses.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

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

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

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Borrower Representative" means Ultimate Holdings.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.

"Business Interruption Proceeds" means cash proceeds received by any Loan Party pursuant to business interruption policies of insurance.

~~"Capital Expenditures" means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the Consolidated Group, including Capitalized Lease Obligations and Capitalized Software Development Costs, (only to the extent they would be treated as capital expenditures under GAAP) but excluding expenditures made in connection with the replacement, substitution, or restoration of assets to the extent financed (a) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (b) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (c) with assets traded or exchanged for that replacement, substitution, or restoration of assets, or (d) Net Cash Proceeds of Permitted Asset Dispositions that are permitted to be, and are, reinvested in accordance with Section 6.2.2(a).~~

"~~Capital~~Capitalized Lease" means, with respect to any Person, any lease of (or other ~~agreement~~arrangement conveying the right to use) ~~any~~ real or personal property by such Person ~~that, in conformity with GAAP, is accounted for as a capital lease~~as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, ~~as applied~~with respect to any Person, ~~all~~ obligations ~~under Capital Leases~~ of such Person ~~or any of~~and its Subsidiaries~~, in each case taken at the amount thereof accounted for as liabilities on the balance sheet of such Person~~ under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Capitalized Software Development Costs" means for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, all capitalized software development costs, as determined in accordance with GAAP.

"CARES Act" means, collectively, Title I of the Coronavirus Aid, Relief and Economic Security Act, as amended (including any successor thereto), any current or future regulations or official interpretations thereof or related thereto and any current and future guidance and rules published by the SBA.

"CARES Act Permitted Purposes" means, with respect to the use of proceeds of any PPP Loans, the purposes set forth in Section 1102 of the CARES Act and otherwise in compliance with all other provisions or requirements of the CARES Act.

"Cash Collateralize Collateralization" means, with respect to any inchoate, contingent, or other Obligations, the delivery of cash with notice to Administrative Agent, as security for the payment of those Obligations, in an amount equal to with respect to any contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, Administrative Agent's or Lender's (as applicable) good faith estimate of the amount due or to become due, including all fees and other amounts relating to those Obligations.

"Cash Equivalent Investment" means, at any time, (a) any evidence of Debt, maturing not more than one year after the date of issue, issued or Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof (and in the case of Loan Parties organized under the laws of Mexico, any evidence of Debt, maturing not more than one year after the date of issue, issued or guaranteed by the government of that jurisdiction or any agency or instrumentality backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof);; (b) commercial paper, maturing not more than one year from the date of issue, or corporate demand notes, in each case (unless issued by a Lender or its holding company) rated at least A-1 by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business or P-1 by Moody's Investors Service, Inc., (c) any certificate of deposit, time deposit or banker's acceptance, maturing not more than one (1) year 270 days after the date of issue, or any overnight federal funds transaction that is issued or sold by any Lender or its holding company (or by a rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institution that institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than U.S.$500,000,000) (or, in the case of any Loan Party organized under the laws of a jurisdiction other than the United States or any State thereof, that is issued or sold by any bank of recognized standing organized under the law of that jurisdiction), (d) any repurchase agreement; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with any Lender (or major money center banks included in the commercial banking institution of the nature referred to institutions described in clause (c)) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market

value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such Lender (or other commercial banking institution) thereunder, above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts ormaintained with mutual funds which invest exclusively in assets satisfying the foregoing requirements and (f) other short-term liquid investments approved in writing by the Required Lenders.having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax-exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Cash Formula Amount" means, as of any date of determination, the amount of all cash and Cash Equivalent Investments on such day owned by the Loan Parties and subject to a Control Agreement (and not pledged to secure any Debt or otherwise subject to any Liens, other than the Obligations and the Liens of Administrative Agent under the Loan Documents, or otherwise restricted in any way). For the avoidance of doubt, the Cash Formula Amount shall not include all or any portion of the proceeds of the PPP Loans.

"Change in Law" means the adoption or phase-in of, or any change in, in each case after the date of this Agreement, any applicable law, rule, or regulation, or any change in the interpretation or administration of any applicable law, rule, or regulation by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, will, in each case, be deemed to have been adopted and gone into effect after the date of this Agreement.

"Change of Control" means theeach occurrence of any of the following events:

(A) Any "person or "group", but excluding the Permitted Holders, shall become the "beneficial owner" directly or indirectly, of more than 35.0% of the outstanding voting securities having ordinary voting power for the election of directors of Ultimate Holdings or the public company that Ultimate Holdings shall have merged with and into (the "Public Company"), unless the Permitted Holders shall have the right to appoint directors having more than 50.0% of the aggregate votes on the board of directors of Ultimate Holdings or the Public Company; or

(B) (a) Ultimate Holdings shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of Intermediate Holdings, (b) each of the Holdings Companies shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Equity Interests of AgileThought Mexico or any borrower under the Senior Credit Facility, (c) except to the extent expressly permitted under Section 11.4(i), any of IT Global Holding LLC and 4th Source, LLC shall cease to,

~~directly or indirectly, (w) own and control 100% of each class of the outstanding Equity Interests of any of its Subsidiaries (other than Anzen Soluciones, S.A. de C.V. and AgileThought Digital Solutions, S.A.P.I. de C.V.), or (x) own and control 92% of each class of the outstanding Equity Interests of Anzen Soluciones, S.A. de C.V., (d) any sale of all or substantially all of the property or assets of any of the Loan Parties or their Subsidiaries, other than in a sale or transfer to a Loan Party, or (e) any "change of control" occurs under, and as defined in, any other Material Contract.~~

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Ultimate Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Ultimate Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Ultimate Holdings was approved by a vote of at least a majority of the directors of Ultimate Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Ultimate Holdings;

(c) (i) Ultimate Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of Intermediate Holdings and (ii) Ultimate Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 9.5 of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 10.2(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Ultimate Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the New Senior Credit Agreement.

"Closing Date" means the first date upon which the conditions precedent set forth in ~~Section 12~~Article XII shall have been satisfied.

"Code" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Collateral" means ~~the "Collateral" (as defined in the Guaranty and Collateral Agreement), the "Trust Estate" (as defined in each of the Mexican Security Trust, and the Mexican Administration Trust), and any and all other property now or hereafter securing any~~all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" means GLAS AMERICAS LLC in its capacity as collateral agent for the Lenders hereunder, and any successor thereto in such capacity.

"Collateral Documents" means, collectively, the Guaranty and Collateral Agreement, the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements, each Mortgage-Related Document, each Control Agreement, each pledge agreement, each Intellectual Property Security Agreement, and any other agreement or instrument pursuant to which any Loan Party, any Subsidiary thereof, or any other Person grants or purports to grant collateral to Collateral Agent for the benefit of Agents and the Lenders or, in the case of the Mexican Collateral Agreements, to the Lenders, or otherwise relates to any such collateral.

"Commitment" means a Dollar Commitment or a Peso Commitment, as the context may require.

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

"Competitor" means any Person that is primarily engaged in the business of providing information technologies services, including, but not limited to, the implementation and integration of systems, support, consulting, maintenance, planning, and management of projects, design, and development of applications of the type made by the members of the Consolidated Group and their Subsidiaries.

"Compliance Certificate" means a Compliance Certificate in substantially the form of Exhibit A.

"Computation Period" means each period of four Fiscal Quarters ending on the last day of a Fiscal Quarter.

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

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

"Consolidated Group" means the Loan Parties and their Subsidiaries.

"Consolidated Net Income" means, with respect to ~~the Consolidated Group~~any Person, for any period, the consolidated net income (or loss) ~~thereof~~of such Person and its Subsidiaries for such period~~, excluding (a) any gains (or losses) from Asset Dispositions realized thereby during such period, (b) any extraordinary gains (or losses) realized thereby during such period, (c) the income (or loss) of any member of the Consolidated Group during such period in which~~; *provided*, *however*, that the following shall be excluded: (a) the net income of any other

Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of ~~cash~~ dividends or ~~other~~ distributions ~~actually~~ paid ~~in cash to that member of the Consolidated Group during that period, (d) the income (or loss) of any Person during that period and accrued prior to the date it becomes a member of the Consolidated Group or is merged into or consolidated with a member of the Consolidated Group or that Person's assets are acquired by a member of the Consolidated Group, (e) the income of any member of the Consolidated Group to the extent that the declaration or payment of dividends or similar distributions by that member of the Consolidated Group of that income is not at the time permitted by operation of the terms of its organizational documents, its governing documents, or any agreement, instrument, judgment, decree, order, statute, rule; or governmental regulation applicable to that member of the Consolidated Group, and (f) any gains from discontinued operations realized thereby during such period.~~to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries.

~~"Consolidated Total Assets" means, as of the date of any determination thereof, the aggregate book value of the total assets of the Consolidated Group calculated in accordance with GAAP on a consolidated basis as of such date.~~

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), *plus* (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Liability" means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of

collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time, (b) guarantees the payment of dividends or other distributions upon the Equity Interests of any other Person, (c) undertakes or agrees (whether contingently or otherwise) (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received, (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation, (e) induces the issuance of, or is made in connection with the issuance of, any letter of credit for the benefit of such other Person, or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount (or maximum permitted principal amount, if larger) of the indebtedness, obligation or other liability guaranteed or supported thereby.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"Control Agreement" means each deposit account control agreement or securities account control agreement, as applicable, entered into by, inter alios, a Loan Party or Subsidiary

thereof, each depository institution or securities intermediary party thereto, and Collateral Agent in form and substance satisfactory to the Collateral Agent and the Required Lenders in their discretion.

"Controlled Group" means all members of a controlled group of corporations, all members of a controlled group of trades or businesses (whether or not incorporated) under common control and all members of an affiliated service group which, together with any Loan Party or Subsidiary thereof, are treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

"Conversion Rate" means, as of any date, the Peso/Dollar exchange rate published by Banco de México in the Federal Official Gazette of Mexico (*Diario Oficial de la Federación*) as the rate "*para solventar obligaciones denominadas en moneda extranjera pagaderas en la República Mexicana*" (or any successor publication thereof of analogous import) on the Business Day immediately prior to the relevant calculation date, to be in effect on such calculation date; *provided* that, if Banco de México ceases to publish such exchange rate, the Conversion Rate shall equal the average of the Peso/Dollar exchange rates published by Credit Suisse AG (or the main offices of its subsidiaries located in Mexico, if not published by Credit Suisse AG) at the close of business on the Business Day immediately prior to the relevant calculation date (i.e., 24-hours forward), to be in effect on such calculation date.

"Credit Bid" is definedCure Right" has the meaning specified therefor in Section 13.313.2.

"Current Value" has the meaning specified therefor in Section 10.1(m).

"Debt" ofmeans, with respect to any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, including, without limitation, the Loans, the Senior Credit Facility, and the Permitted Investor Debt, (b) all indebtedness of such ; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person, (d) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business that are not more than 60 days past due), (e) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person; provided that if such Person has not assumed or otherwise become liable for such indebtedness, such indebtedness shall be measured at the fair market value of such property securing such indebtedness at the time of determination,; (f) all obligations and liabilities, contingent or otherwise, withof such Person, in respect to the face amount of all letters

of credit ~~(whether or not drawn), bankers'~~, acceptances and similar ~~obligations issued for the account of such Person (including the Letters of Credit), (g) all Hedging Obligations of such Person (determined in accordance with the definition of "Hedging Agreement"), (h) all Contingent Liabilities of such Person, (i) all Debt of any partnership of which such Person is a general partner, (j) all non-compete payment obligations, earn-outs and similar obligations of such Person (including, without limitation, all Earn-out Obligations), (k)~~facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable ~~sale,~~sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing~~,~~ or similar financing~~, and~~; (~~i~~i) ~~any~~all Contingent Obligations; (j) all Disqualified Equity Interests ~~or other equity instrument (other than the Warrants and the Monroe Warrants, as the latter is defined in the Senior Credit Facility), whether or not mandatorily redeemable, that under GAAP is characterized as debt, whether pursuant to financial accounting standards board issuance No. 150 or otherwise.~~; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Default" means any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Loans within two Business Days of the date required to be funded by it under this Agreement; (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it under this Agreement within two Business Days of the date when due, unless the subject of a good faith dispute; (c) has, or has a parent company that has, (i) been deemed insolvent or become the subject of an Insolvency Proceeding, or (ii) become the subject of a Bail-In Action; (d) has notified any Borrower, the Administrative Agent, or any Lender that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit (unless that writing or public statement relates to that Lender's obligation to fund a Loan under this Agreement and states that that position is based on that Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, must be specifically identified in that writing or public statement) cannot be satisfied); or (e) has failed to confirm within three Business Days of a request by Administrative Agent made at the request of the Required Lenders that it will comply with the terms of this Agreement relating to its obligations to fund Loans.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the May 27, 2022, under the Senior Credit Facility in an amount equal to $3,448,385.

"Deposit Account" or "Deposit Accounts" is defined in the UCC.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the New Senior Credit Agreement Final Maturity Date.

"Dollar" and the sign "U.S.$" mean lawful money of the United States of America.

"Dollar Amount" means, at any time, for any Lender and for purposes of any determination required hereunder:

(a) with respect to any Dollar Commitment, the Dollar amount thereof as set forth on Annex A or in the Assignment Agreement pursuant to which such Commitment (or portion thereof) has been assigned;

(b) with respect to any Dollar Loan, the principal amount of, and interest on, such Loan then outstanding, expressed in Dollars;

(c) with respect to any Peso Commitment, the Dollar equivalent determined using the Peso/Dollar Reference Exchange Rate of the amount of such Peso Commitment as set forth on Annex A or in the Assignment Agreement pursuant to which a Lender shall have assumed its Peso Commitment, as applicable; and

(d) with respect to any Peso Loan, the principal amount of, and interest on, such Loan then outstanding, expressed as the Dollar equivalent amount thereof determined using the Peso/Dollar Reference Exchange Rate.

"Dollar Commitment" means, as to each Dollar Lender, its obligation to make Dollar Loans to the Borrower pursuant to Section 2.1(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Dollar Lender's name on Annex A or in the Assignment Agreement pursuant to which such Dollar Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Dollar Equivalent" means, with respect to any monetary amount in Pesos, the amount, determined by reference to the Conversion Rate as of any date of determination, of Dollars that could be purchased with such amount of Pesos on such date.

"Dollar Lender" means at any time, (a) any Lender that has a Dollar Commitment at such time and (b) if the Commitments of the Dollar Lenders to make Dollar Loans have been terminated pursuant to Section 6.1 or Section 6.2 or if the Aggregate Commitments have expired, any Lender that holds a Dollar Loan at such time.

"Dollar Loan" means a Tranche A-1 Loan, a Tranche B-1 Loan, a Tranche C Loan, a Tranche D Loan and/or Tranche E Loan as the context may require.

~~"Domestic Borrower" means each Borrower which is a "United States person" within the meaning of Section 7701(a)(30) of the Code.~~

"Domestic Subsidiary" means ~~each~~any Subsidiary ~~which is a "United States person" within the meaning of Section 7701(a)(30) of the Code~~that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means the aggregate outstanding amount under all seller notes, earn-outs or obligations of all Loan Parties and their Subsidiaries (other than customary purchase price adjustments or indemnification obligations) in connection with any Acquisitions.

"EBITDA" means, for the Consolidated Group for any period, in each case as determined in accordance with GAAP,

(a) Consolidated Net Income thereof for such period *plus*, to the extent deducted in determining such Consolidated Net Income for such period, the sum of:

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(~~a~~ii) Consolidated Net Interest Expense ~~thereof during such period~~;,

(iii) any loss from extraordinary items or non-recurring items; *provided* that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of EBITDA of Ultimate Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

~~(b) Permitted Tax Distributions made thereby during such period;~~

~~(c) provisions for income and franchise Taxes payable by the Loan Parties and their Subsidiaries for such period;~~

(~~d~~v) any depreciation and amortization ~~incurred thereby during such period;~~expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

~~(e) non-cash compensation expense, or other non-cash expenses or charges, incurred thereby during such period arising from the granting of stock options, stock appreciation rights or similar equity arrangements;~~

~~(f) all extraordinary or non-recurring non-cash expenses, losses or charges thereof during such period;~~

(~~g~~viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed~~, in any period, the greater of (i) U.S.$500,000 and (ii) 7.5% of EBITDA~~ $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii) above), 5% of EBITDA of Ultimate Holdings for the most recently concluded ~~Computation Period~~fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section ~~10.1.2;~~10.1(a)(ii),

(~~h~~ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, ~~in an aggregate amount not to exceed U.S.$1,000,000 during such period;~~

~~(i) all losses or charges relating to the Hedging Agreements during such period; and~~

(~~i~~x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid ~~thereby~~ during such period in connection with ~~Ultimate Holdings' SPAC transaction, in an~~ the negotiation, execution, and delivery of (A) the New Senior Credit Agreement and the other loan documents thereunder, and (B) amendments to this Agreement in connection with the New Senior Credit Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to May 27, 2022 (or within 120 days thereafter); *provided* that the aggregate amount ~~not to exceed, for all Loan Parties and their Subsidiaries, $15,800,000;~~ of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed US$5,250,000~~;~~

(xi) any additional addbacks satisfactory to the First Lien Agent in its sole discretion, *minus*

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

~~minus, to the extent included in determining such Consolidated Net Income (but without duplication), (i) all extraordinary or non-recurring non-cash gains or profits thereof during such period (including, without limitation, gains attributable to any cancellation of indebtedness in connection with the forgiveness of any PPP Loans), (ii) all gains relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period, in an aggregate amount in the case of this clause (ii) not to exceed U.S.$1,000,000 during such period and (iii) all gains or profits relating to the Hedging Agreements during such period; provided that, if during such period, any Borrower shall have engaged in any Permitted Acquisition, EBITDA of the Consolidated Group for such period shall be calculated on a pro forma basis to give effect to such Permitted Acquisition as if such Permitted Acquisition had occurred on the first day of such period.~~

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vii) above by reason of a decrease in the value of any Equity Interest;

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

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

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

"Eligible Assignee" means:

(a) (i) any Lender, (ii) any Affiliate of a Lender, and (iii) any Approved Fund; and

(b) any other Person (other than a natural person) that is neither (i) a Competitor, nor (ii) designated by the Borrowers as a "Disqualified Institution" by written notice delivered to the Administrative Agent on or prior to the Closing Date.

~~"Environmental Claims" means all claims, however asserted, by any governmental, regulatory or judicial authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for the release of Hazardous Substances or injury to the environment.~~

~~"Environmental Laws" means all present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative or judicial orders, consent agreements, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, threatened release, control or cleanup of any Hazardous Substance.~~

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution,

labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means~~, with respect to any Person, all shares,~~ (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (~~however~~regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting~~) of such Person's capital, whether now outstanding or issued or acquired after the date of this Agreement, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations or any other equivalent of such ownership interest.~~ and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Ultimate Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) ~~that, together with any Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code~~which is a member of a group of which such Person is a member and which would be deemed to be a

"controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

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

"Event of Default" has the meaning specified therefor in Section 13.1.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Loan Party as of the Amendment No. 4 Effective Date.

~~"Excess Availability" means, as of any date of determination, the amount equal to the amount then available to be drawn under the revolving credit facility provided for by the New Senior Credit Facility minus the aggregate amount, if any, of all trade payables of the Borrowers and their Subsidiaries aged in excess of 60 days past their applicable due date and all book overdrafts of Loan Parties and their Subsidiaries in excess of historical practices with respect thereto, in each case as determined by the Required Lenders in their discretion.~~

~~"Excess Cash" means, as of any date of determination, the positive difference (if any) between (A) cash on hand of the Loan Parties, as of such date of determination (calculated after giving effect to any payment due hereunder on such date) and (B) U.S.$10,000,000.~~

~~"Excluded Deposit Accounts" means, collectively, each Deposit Account of a Loan Party or Subsidiary thereof (a) the balance of which consists exclusively of (i) withheld income taxes and federal, state or local employment taxes required to be paid to the Internal Revenue Service or state or local government agencies with respect to employees of any Loan Party and (ii) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of any Loan Party, (b) that constitutes (and the balance of which consists solely of funds set aside in connection with) a segregated payroll account, trust accounts, and accounts dedicated to the payment of accrued employee benefits, medical, dental and employee benefits claims to employees of any Loan Party, and (c) that contains less than U.S.$25,000 at all times (provided that if at any time all such Deposit Accounts contain, collectively, more than U.S.$100,000, none of such Deposit Accounts shall be Excluded Deposit Accounts).~~

~~"Excluded Foreign Subsidiary" means any Foreign Subsidiary that (a) in each case is organized under the laws of jurisdiction outside of the United States of America and Mexico and (b) which, as of the Closing Date and thereafter, as of the last day of the most recently ended Fiscal Quarter, when taken together with all other Excluded Foreign Subsidiaries, have not, in the aggregate contributed (i) greater than five percent (5%) of the EBITDA of the Loan Parties and their Subsidiaries for the period of four consecutive Fiscal Quarters then most recently ended or (ii) greater than five percent (5%) of Consolidated Total Assets of the Loan Parties and their Subsidiaries as of such date; provided that, if at any time the aggregate amount of that portion of EBITDA or Consolidated Total Assets of all Subsidiaries that are not Loan Parties exceeds five percent (5%) of EBITDA for any such period or five percent (5%) of Consolidated Total Assets as of the end of any such period, the Borrower Representative (or, in the event the Borrower Representative has failed to do so within five (5) days, the Administrative Agent acting at the written direction of the Required Lenders) shall designate sufficient~~

~~Subsidiaries as "Loan Parties" to cause that portion of EBITDA or Consolidated Total Assets held by Excluded Foreign Subsidiaries to equal or be less than five percent (5%) of EBITDA or Consolidated Total Assets, as applicable, and such designated Subsidiaries shall for all purposes of this Agreement constitute non-Excluded Foreign Subsidiaries on and after the date of such designation and the Borrower Representative shall cause all such Subsidiaries so designated to become a Borrower or a Guarantor in the Required Lender's discretion, and delivers all applicable Loan Documents in accordance with Section 10.9. No Loan Party may be designated (or re-designated) as an Excluded Foreign Subsidiary. For the avoidance of doubt no Borrower or Loan Party shall constitute an Excluded Foreign Subsidiary.~~

"Excluded Swap Obligation" means, with respect to any Loan Party, each Swap Obligation as to which, and only to the extent that, such Loan Party's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Loan Party does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Loan Party and all guarantees of Swap Obligations by other Loan Parties) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Loan Party.

"Excluded Taxes" means, with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made to any Agent, any Lender, or any other Person pursuant to the terms of this Agreement, the following: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of that Person being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing that Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) Taxes attributable to that Person's failure to comply with Section 7.6.5 or Section 7.6.8, other than any such failure resulting from a Non-U.S. Lender being unable to obtain the required documentation and forms from its partners or other beneficial owners after using its best efforts to do so; and (c) any withholding Taxes imposed under FATCA.

~~"Extend Solutions Earn-out Obligations" means the Permitted Earn-out Obligations payable to Extend Solutions, S.A. de C.V., Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, Jose Antonio Torrero Diez and Jorge Ricardo Monterrubio López in an aggregate amount not exceeding U.S.$1,710,522.00.~~

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii) to the New Senior Credit Agreement (as in effect on May 27, 2022), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Lenders" means the lenders party to the Senior Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to May 27, 2022, to the Existing First Lien Lenders.

"Exitus Borrower" shall mean AgileThought Digital Solutions S.A.P.I. de C.V. (f/k/a North American Software, S.A.P.I. de C.V.), formed under the laws of Mexico.

"Exitus Debt Noteholder" shall mean Exitus Capital, S.A.P.I. DE C.V. SOFOM ENR.

"Exitus Debt Promissory Note" shall mean that certain Promissory Note, dated as of and as in effect on the Amendment No. 6 Effective Date (as defined in the Senior Credit Facility), by and between Exitus Borrower and the Exitus Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Administrative Agent ~~(~~acting at the instruction of the Required Lenders~~), in its discretion~~.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $3,700,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021, by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Loan Party not in the ordinary course of business consisting of: (a) pension plan reversions, (b) proceeds of insurance (other than, for avoidance of doubt, Business Interruption Proceeds), (c) litigation proceeds, judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than with respect to reimbursement of ~~third party~~third-party claims), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (other than with respect to reimbursement of ~~third party~~third-party claims), (f) amounts received in respect of indemnity obligations of any party or purchase price, working capital, and other monetary adjustments in connection with the Specified Acquisition Transactions or any other Acquisition, (g) amounts received in connection with or as proceeds from representation and/or warranty insurance in connection with the Specified Acquisition Transactions or any other Acquisition, net of any reasonable and documented legal and accounting expenses and taxes paid in cash by the Loan Parties as a result thereof, (h) foreign, Mexican, United States, state or local tax refunds to the extent not included in the calculation of EBITDA (other than refunds of value-added or similar taxes received in the ordinary course of business), and (i) upon repayment in full of the New Senior Credit ~~Facility~~Agreement, any excess Net Cash Proceeds resulting from the offering of securities or the execution of transactions for the purpose of refinancing, in whole or in part, directly or indirectly, in one or a series of transactions, Debt of any Borrower or Guarantor.

"Facility" means the real property identified on Schedule 1.01(B) to the New Senior Credit Agreement (as in effect on May 27, 2022) and any New Facility hereafter acquired by Ultimate Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.

"First Lien Agent" has the meaning ascribed to such to such term in the recitals to this Agreement.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness hereunder) to (b) EBITDA of such Person and its Subsidiaries for such period.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year, which period is the ~~3-month~~three-month period ending on the last day of each of March, June, September, and December of each year.

"Fiscal Year" means the fiscal year of Loan Parties and their Subsidiaries, which period shall be the 12-month period ending on December 31 of each year.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Fixed Charge Coverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the ratio of (a) the total for such Computation Period of (i) EBITDA thereof, minus (ii) Permitted Tax Distributions (or other provisions for Taxes based on income) made thereby during such Computation Period, minus (iii) all unfinanced Capital Expenditures made thereby in such Computation Period, to (b) Fixed Charges.

"Fixed Charges" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP for any Computation Period, the sum of, without duplication, (a) cash Interest Expense thereof in such Computation Period, plus (b) scheduled principal payments of Debt thereof (including (i) the loans under the Senior Credit Facility, (ii) the Loans to the extent any such payments thereof would constitute "Permitted Second Lien Debt Payments" under the Senior Credit Facility, (iii) scheduled principal payments of, and any interest and fees actually paid in such Computation Period with respect to, the Permitted Investor Debt, and (iv) any Earn-out Obligations, including, without limitation, all Permitted Earn-out Obligations (other than the Permitted Earn-out Obligations paid out of funds on deposit in the Segregated Account), but excluding (x) the revolving loans under the Senior Credit Facility, and (y) scheduled payments of principal required to paid pursuant to Section 6.4.2 thereof during the Modified Amortization Period (as such term is defined in the Senior Credit Facility)) in such Computation Period, and (z) the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility; provided that, for the avoidance of doubt, any Permitted Earn-out Obligation shall be excluded from Fixed Charges to the extent that, as of any date of determination, the Payment Conditions with respect to such Permitted Earn-Out Obligation are not satisfied as of such date (after giving *pro forma* effect to such payment).

"Foreign Subsidiary" means eachany Subsidiary (i) organized under the laws of a jurisdiction other than the United States of America or any state thereof or District of Columbia, and (ii) that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.of Ultimate Holdings that is not a Domestic Subsidiary.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"Funded Debt" means, as to any Person at a particular time, without duplication, whether or not included as indebtedness or liabilities in accordance with GAAP, all Debt of such Person that matures more than one year from the date of its creation (or is renewable or extendible, at the option of such Person, to a date more than one year from that date). For the avoidance of doubt, all of the Obligations and all Subordinated Debt shall constitute Funded Debt.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the SEC, which are applicable to the circumstances as of the date of determination.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means ~~the government of the Mexico, the United States or any other nation, or of any~~any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof~~, whether state or local, and any agency, authority~~ or thereto and any department, commission, board, bureau, instrumentality, ~~regulatory body, court, central bank or~~agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any ~~arbitral body or tribunal and any~~ supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means Intermediate Holdings and each other Person that guarantees any of the Obligations, including, without limitation, 4th Source, LLC, IT Global Holding LLC, QMX Investment Holdings USA, INC, AgileThought Digital Solutions S.A.P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), 4TH Source Holding Corp., ~~Facultas Analytics, S.A.P.I. de C.V., Faktos Inc, S.A.P.I. de C.V., Cuarto Origen, S. de R.L. de C.V~~Entrepids Technology INC., 4th Source Mexico, LLC, AGS Alpama Global Services ~~Mexico, S.A de C.V., Entrepids Technology INC., Entrepids Mexico, S.A. de C.V., AGS Alpama Global Services USA, LLC., AN UX, S.A de C.V., AN Evolution, S. de R.L. de C.V., AN Data Intelligence, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN USA, AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), AgileThought Servicios Administrativos, S.A de C.V. (formerly known as Nasoft Servicios Administrativos, S.A. de C.V.)~~ USA, LLC., AN USA, and AgileThought, LLC. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means each guaranty executed and delivered by any Guarantor, together with any joinders thereto and any other guaranty agreement executed by a Guarantor, in each case in form and substance satisfactory to the Required Lenders in their discretion. The Guaranty and Collateral Agreement and the Mexican Collateral Agreements are a Guaranty.

"Guaranty and Collateral Agreement" means the Guaranty and Collateral Agreement to be entered into by each Loan Party and the Collateral Agent, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to the Required Lenders in their discretion.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law.

"Hedging Agreement" means any interest rate, foreign currency ~~or~~, commodity or equity swap, collar, cap, floor or forward rate agreement, ~~cap agreement, collar agreement, spot foreign exchange, forward foreign exchange, foreign exchange option (or series of options) and any~~or other agreement or arrangement designed to protect ~~a Person~~ against fluctuations in interest rates~~, currency exchange rates or commodity prices.~~ or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Hedging Obligations" means, with respect to any Person, any liabilities of such Person under any Hedging Agreement determined (a) for any date on or after the date that Hedging Agreement has been closed out and termination value determined in accordance therewith, using that termination value; and (b) for any date prior to the date referenced in clause (a), using the amount determined as the mark-to-market value for that Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in that Hedging Agreement (which may include a Lender or any Affiliate of a Lender).

"Holding Companies" means Ultimate Holdings and Intermediate Holdings.

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Ultimate Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the EBITDA of Ultimate Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Ultimate Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Ultimate Holdings delivered pursuant to Section 10.1(a)(ii) or (iii); *provided* that, if at any time the aggregate amount of that portion of EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of EBITDA of Ultimate Holdings and its Subsidiaries or greater than 3% of the total assets of Ultimate Holdings and its Subsidiaries for any such period, Intermediate Holdings shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of EBITDA of Ultimate Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Ultimate Holdings and its Subsidiaries to equal or be less than 3%, and Ultimate Holdings shall cause all such Subsidiaries

so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 10.1(b)(i).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Required Lenders and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made by or on account of any obligation of any Loan Party under any Loan Document.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of a Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, *concurso mercantil*, *quiebra*, debtor relief, or debt adjustment law (including, but not limited to, the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*)), (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for that Person or any part of its property, or (c) an assignment or trust mortgage for the benefit of creditors.

"Intellectual Property" has the meaning specified therefor in the Guaranty and Collateral Agreement.

"Intellectual Property Security Agreement" is used as defined in the Guaranty and Collateral Agreement.

"Interest Expense" means, for any period, the consolidated interest expense of the Consolidated Group for such period (including all imputed interest on Capital Leases).

"Interest Payment Date" means, as to any Loan, (i) the 15th day of each March, June, September and December to occur while such Loan is outstanding (or if any such day is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.

"Intermediate Holdings" has the meaning ascribed to such to such term in the preamble to this Agreement.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"International Financial Reporting Standards" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as the same may be amended or supplemented from time to time.

"Inventory" is defined in the UCC.

"Investor Debt Noteholder" shall mean AGS Group, LLC.

"Investor Debt Promissory Note" shall mean that certain Subordinated Promissory Note, dated as of and as in effect on June 24, 2021, by and between Ultimate Holdings and the Investor Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Lenders, in their discretion.

"Investment" means, with respect to any Person, any investment in another Person, whether by (a) acquisition of any debt or Equity Interest, (b) making any loan or advance (including, without limitation, any loan or advance to any Subsidiary or Affiliate), (c) becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person (other than travel and similar advances to employees(a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), or (d) making an Acquisition.capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"IPO" means any underwritten public offering of Equity Interests of Ultimate Holdings.

"IRR" means a compounded, cumulative internal rate of return, compounded monthly calculated at the designated annual discount rate, which, when applied to any amount, and discounted, produces a net present value of such amount equal to zero.

"IRS" means the Internal Revenue Service.

"Joinder Agreement" means a Joinder Agreement, in form and substance satisfactory to the Required Lenders, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 10.1(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" means the Tranche A-1 Lender, the Tranche A-2 Lender, the Tranche B-1 Lender, the Tranche B-2 Lender, the Tranche C Lender, Tranche D Lender and/or the Tranche E Lender, as the context may require.

"Lien" means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise. any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means, on any date of determination, the sum of (a) Excess Availability, *plus* (b) theQualified Cash Formula Amount.

"LIVK" means LIV Capital Acquisition Corp., a Cayman Islands exempted company.

"Loan" means a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Lender, a Tranche C Loan, a Tranche D Loan and/or a Tranche E Loan, as the context may require.

"Loan Documents" means this Agreement, the Notes, the Agents Fee Letter, each Perfection Certificate, the Mexican Loan Documents, the Collateral Documents, the Reference Subordination Agreement, any Subordination Agreements (including the Master Intercompany Note), and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Loan Party" means, collectively (a) Intermediate Holdings, (b) the Borrowers, (c) each Subsidiary of Ultimate Holdings or any Borrower that is not an Excluded Foreign Subsidiary or an Immaterial Subsidiary, and (d) each other Person (including without limitation each Guarantor) that (i) executes a joinder agreement to this Agreement as a Loan Party in the form of Exhibit B, (ii) is liable for payment of any of the Obligations, or (iii) has granted a Lien in favor of Collateral Agent or the Lenders on its assets to secure any of the Obligations.

~~"Margin Stock" means any "margin stock" as defined in Regulation U.~~

"Master Intercompany Note" means a demand promissory note made by and among the Loan Parties and their Subsidiaries, substantially in the form of Exhibit C, and acceptable to the Required Lenders, in their reasonable discretion.

"Material Adverse Effect" means ~~(a)~~ any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse ~~change in, or a material adverse effect upon, the financial condition,~~effect on any of (a) the operations, assets, ~~business,~~liabilities, financial condition or prospects~~, profitability or properties~~ of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) ~~a material impairment of~~ the ability of ~~any~~the Loan ~~Party~~Parties to perform any of ~~the Obligations~~their obligations under any Loan Document, (c) ~~a material adverse effect upon any substantial portion of the Collateral under the Collateral Documents or upon~~ the legality, validity~~, binding effect~~ or enforceability ~~against~~of this Agreement or any other Loan ~~Party of any~~Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (~~d) a material impairment of the ability of~~e) the validity, perfection or priority of a Lien in favor of the Collateral Agent ~~or~~for the benefit of the Agents and the Lenders ~~to enforce or collect any Obligations or to realize upon any~~on Collateral having a fair market value in excess of US$300,000.

"Material Contract" means, with respect to any Person, (a) each ~~of the Specified Acquisition~~contract listed on Schedule 6.01(v) to the New Senior Credit Agreement~~,~~ (as in effect on May 27, 2022), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party~~, which individually or in the aggregate comprise at least 10% of the gross revenues of the Consolidated Group, taken as a whole, over the most recently ended Computation Period, (c) each contract or agreement to which such Person or any of its Subsidiaries is a party (i) that relates to any Subordinated Debt, (ii) consisting of a Hedging Obligations in an amount that exceeds $500,000, or (iii) that relates to any other Debt in an aggregate amount of $500,000 or more (other than the Loan Documents), (d) the New Senior Credit Facility, and (f) each contract or agreement to which such Person or any of its Subsidiaries is a party,~~ involving aggregate consideration payable to or by such Person or such Subsidiary of $300,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation~~,~~ or failure to renew~~, or loss of which~~ by any party thereto could reasonably be expected to ~~result in~~have a Material Adverse Effect.

"Maturity Date" means, the Tranche A-1 Maturity ~~date~~Date, the Tranche A-2 Maturity Date, the Tranche B-1 Maturity Date, the Tranche B-2 Maturity Date, the Tranche C Maturity Date, the Tranche D Maturity Date and/or the Tranche E Maturity Date, as the context may require.

"Mexican Administration Trust" means that certain Administration and Source of Payment Trust Agreement with identification number No. F/3272 (*Contrato de Fideicomiso Irrevocable de Administración y Fuente de Pago No. F/3272*), dated November 9, 2017, including its exhibits, as amended and restated on the Closing Date, and as further amended from time to time.

"Mexican Administration Trust Amendment and Reaffirmation Agreement" means the amendment, acknowledgement and reaffirmation agreement to the Mexican Administration Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids Mexico, S.A. de C.V., as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC. as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Manuel Senderos Fernández and Mauricio Garduño González, as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Collateral Agreements" means, collectively, the Mexican Administration Trust and the Mexican Security Trust.

"Mexican Collateral Amendment and Reaffirmation Agreements" means, collectively, the Mexican Administration Trust Amendment and Reaffirmation Agreement and the Mexican Security Trust Amendment and Reaffirmation Agreement.

"Mexican Loan Documents" means the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Mexican Loan Party" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Mexican Security Trust" means certain Security Trust Agreement with identification number No. F/3757 (*Contrato de Fideicomiso Irrevocable de Garantía No. F-3757*), dated November 15, 2018, including its exhibits, as amended from time to time. Into this trust the

settlors contribute all the shares and equity interests of Mexican Subsidiaries (except for one share or equity interest in each Mexican Subsidiary), and all the intellectual property duly registered, or in the process of registration, in their name before the Mexican Institute of Property.

"Mexican Security Trust Amendment and Reaffirmation Agreement" means the acknowledgement and reaffirmation agreement to the Mexican Security Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids México S.A. de C.V., Cuarto Origen, S. de R.L. de C.V., AN Evolution, S. de R.L. de C.V., Invertis, S.A. de C.V., QMX Investment Holding USA, Inc., IT Global Holding LLC, AgileThought Mexico, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), Entrepids Technology Inc., 4th Source, LLC, as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC., as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, Manuel Senderos Fernández and Mauricio Garduño González as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Subsidiaries" means, collectively, the Subsidiaries incorporated under the laws of Mexico.

"Mexico" means the United Mexican States.

"Mortgage" means a mortgage, deed of trust or similar instrument granting Collateral Agent or the Lenders a Lien on fee owned real property of any Loan Party.

"Mortgage-Related Documents" means with respect to any real property subject to a Mortgage, the following, in form and substance satisfactory to the Required Lenders in their discretion: (a) an ALTA Loan Title Insurance Policy (or binder therefor) covering Collateral Agent' or the Lenders', as applicable, interest under the Mortgage, in a form and amount and by an insurer acceptable to the Required Lenders, which must be fully paid on that effective date; (b) copies of all documents of record concerning such real property as shown on the commitment for the ALTA Loan Title Insurance Policy referred to above; (c) all assignments of leases, estoppel letters, attornment agreements, consents, waivers, and releases as the Required Lenders reasonably require with respect to other Persons having an interest in the real estate; (d) a current, as-built survey of the real estate, containing a metes-and-bounds property description and certified by a licensed surveyor acceptable to the Required Lenders, in their discretion; (e) a life-of-loan flood hazard determination and, if the real estate is located in a flood plain, an acknowledged notice to

borrower and flood insurance in an amount, with endorsements and by an insurer acceptable to the Required Lenders; (f) a current appraisal of the real estate, prepared by an appraiser acceptable to the Required Lenders, and in form and substance satisfactory to the Required Lenders in their discretion; (g) an environmental assessment, prepared by environmental engineers acceptable to the Required Lenders and accompanied by all reports, certificates, studies, or data as the Required Lenders reasonably require (including, without limitation, "Phase II" reports), which must all be in form and substance satisfactory to the Required Lenders in their discretion; and (h) an environmental agreement and all other documents, instruments, or agreements as the Required Lenders in their discretion require with respect to any environmental risks regarding the real estate, in form and substance satisfactory to the Required Lenders, in their discretion.

"Multiemployer ~~Pension~~ Plan" means a "multiemployer plan~~,~~" as defined in Section 4001(a)(3) of ERISA~~,~~ to which any ~~Borrower or any other member of the Controlled Group may have any liability~~Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means:

(~~k~~a) with respect to any ~~Asset~~ Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party or Subsidiary thereof pursuant to such ~~Asset~~ Disposition net of (i) the direct costs relating to that sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by Borrowers to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), and (iii) amounts required to be applied to the repayment of any Debt secured by a Lien on the asset subject to that ~~Asset~~ Disposition (other than the Loans).

(~~l~~b) with respect to any issuance of Equity Interests, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates relating to such issuance (including sales and underwriters' commissions); and

~~(m)~~ with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates of such issuance (including up-front, underwriters' and placement fees).

"New Senior Credit ~~Facility~~Agreement" means ~~any extension of credit to AN Global LLC pursuant to~~ the financing agreement dated as of May 27, 2022, among AgileThought, Inc., as Holdings (as defined therein), AN Global LLC, as borrower, each of the guarantors party thereto, the lenders from time to time party thereto, and Blue Torch Finance LLC, as collateral agent and administrative agent for the lenders party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

"New Senior Credit Agreement Final Maturity Date" means May 27, 2026. If such date is not a Business Day, the immediately preceding Business Day.

"Note" or "Notes" means a Tranche A-1 Note, a Tranche A-2 Note, a Tranche B-1 Note, a Tranche B-2 Note, a Tranche C Note, a Tranche D Note and/or a Tranche E Note, as the context may require.

"Obligations" means all obligations (monetary (including post-petition interest, default-rate interest, fees, and expenses, allowed or not in an Insolvency Proceeding) or otherwise) of any Loan Party under this Agreement and any other Loan Document, including ~~Attorney Costs and Reimbursement Obligations~~attorney costs and reimbursement obligations, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Notwithstanding the foregoing, the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means the U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control.

~~"OFAC" is defined in Section 9.30.~~

~~"Operating Lease" means any lease of (or other agreement conveying the right to use) any real or personal property by any Loan Party, as lessee, other than any Capital Lease.~~

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

~~"Outstanding Balance" means the balance of the Senior Credit Facility outstanding as of the date hereof, which, for purposes of clarity is U.S.$70,900,000.~~

"Payment Conditions" means, with respect to any Permitted Investor Debt Payment or Permitted Earn-out Payment, that (a) no Event of Default has occurred and is continuing or would be caused by the making thereof, and (b) after giving pro forma effect to that payment, (i) Liquidity exceeds ~~U.S.~~US$5,000,000 and (ii) as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section ~~10.1.2~~10.1(a), the Consolidated Group shall be in pro forma compliance with the financial covenants set forth in Section ~~11.12~~10.3 for the most recently concluded Computation Period.

"Payment in Full" means either (i), (a) the payment in full in cash of all Loans and other Obligations, other than contingent indemnification obligations for which no claims have been asserted, (b) the termination of all Commitments, (c) the Cash Collateralization of all contingent

indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, and (d) the release of any claims of the Loan Parties against Agents and Lenders arising on or before the payment date, or (ii) the conversion by each Lender of all of the Outstanding Obligations (as defined in Article XVIII) owed to such Lender pursuant to Article XVIII. "Paid in Full" shall have a correlative meaning.

"PBGC" means the Pension Benefit Guaranty Corporation ~~and any entity succeeding to any or all of its functions under ERISA~~or any successor thereto.

"Pension Plan" means ~~a~~an "employee pension benefit plan~~,~~" as ~~that term is~~ defined in Section 3(2) of ERISA~~, which~~ that is subject to ~~Title IV of ERISA or the minimum funding standards of ERISA (other than a Multiemployer Pension Plan), and as to which any Borrower or any Subsidiary (including any contingent liability of any member of Borrowers' Controlled Group) may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of~~ Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding ~~five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA~~six calendar years.

"Perfection Certificate" means a perfection and "know your customer" certificate executed and delivered to Administrative Agent by a Loan Party on or prior to the Closing Date.

"Permits" means, with respect to any Person, any permit, approval, clearance, consent, authorization, license, registration, accreditation, certificate, certification, certificate of need, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Party) to the extent that each of the following conditions shall have been satisfied:

~~"Permitted Acquisition" means any Acquisition by any Borrower, where:~~

~~(n) the business or division acquired are for use, or the Person acquired (i) is engaged, in the businesses engaged in by Loan Parties and their Subsidiaries on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto, (ii) generated positive *pro forma* earnings before interest, taxes, depreciation and amortization for each of the twelve (12) calendar months preceding the Acquisition (as determined by a calculation reasonably acceptable to the Required Lenders) and (iii) is, in the case of a business or division, located in the United States or Mexico, or, in the case of a Person, organized under the laws of a state of the United States or Mexico;~~

(~~o~~c) ~~immediately before and after giving effect to the Acquisition,~~ no Default or Event of Default ~~has~~shall have occurred and ~~is~~be continuing~~,~~ or would result from the consummation of the proposed Acquisition;

(d) [reserved];

(e) Intermediate Holdings shall have furnished to the Lender at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Lender may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Ultimate Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Ultimate Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 10.3 hereof after the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent at the request of the Required Lenders shall reasonably request;

(f) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(g) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Party) or a wholly owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Party), such Loan Party shall be the continuing or surviving Person;

(h) the Loan Parties shall have Liquidity in an amount equal to or greater than U.S.$8,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(i) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(j) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(k) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(l) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Ultimate Holdings or any of its Subsidiaries or an Affiliate thereof;

(m) any such Domestic Subsidiary (and its equity holders) shall execute and deliver the agreements, instruments and other documents required by Section 10.1(b) on or prior to the date of the consummation of such Acquisition; and

(n) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of Intermediate Holdings for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition.

"Permitted Cure Equity" means Qualified Equity Interests of Ultimate Holdings.

"Permitted Disposition" means:

(o) sale of Inventory in the ordinary course of business;

(p) ~~no Debt or Liens are assumed or incurred, other than Specified Permitted Debt or any Permitted Liens~~licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(q) ~~the aggregate consideration (cash and non-cash) to be paid by the Loan Parties (including any Debt incurred in connection therewith, the maximum amount payable in connection with any deferred purchase price obligation, including any Earn-out Obligations, and the value of any Equity Interests of any Loan Party issued to the seller in connection with that Acquisition) in connection with (i) such Acquisition (or any series of related Acquisitions) is less than U.S.$20,000,000 and (ii) all Acquisitions occurring after the Closing Date, is less than U.S.$50,000,000; provided that with respect to any Acquisition no more than U.S.$14,000,000 in cash shall be paid as the initial consideration of such Acquisition.~~ leasing or subleasing assets in the ordinary course of business;

(r) (i) ~~as of the last day of the most recent calendar month for which financial statements have been delivered to Administrative Agent under and in accordance with Section 10.1.2 and after giving effect to such Acquisition, the Consolidated Group is in *pro*~~

~~*forma* compliance with the financial covenants set forth in Section 11.12 for the most recently concluded Computation Period (calculated as if such Acquisition had occurred on the last day of such Computation Period) as of the last day of the most recent fiscal quarter for which financial statements have been (or were required to be) delivered hereunder and calculated on a pro forma basis as if such Acquisition had been made on such day, the Total Leverage Ratio of the Consolidated Group was no greater than the Total Leverage Ratio required at such time pursuant to Section 11.12.2 if the numerator of such ratio required at such time was less 0.25, and (ii) after giving effect to such Acquisition, the average Liquidity over the preceding 30 day calendar period, calculated as if the Acquisition had occurred on the first day of such period, is greater than U.S.$5,000,000;~~ the lapse of Registered Intellectual Property of Ultimate Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(s) ~~in the case of the Acquisition of any Person, the board of directors or similar governing body of such Person has approved such Acquisition~~any involuntary loss, damage or destruction of property;

(t) ~~not less than 10 Business Days prior to that Acquisition (or any later date approved by the Required Lenders in their discretion), Administrative Agent has received an acquisition summary with respect to the Person and/or business, division or assets to be acquired, which summary must include a reasonably detailed description thereof (including financial information) and operating results (including financial statements for the most recent 12-month period for which they are available and as otherwise available), the terms and conditions, including economic terms, of the proposed Acquisition, and Borrowers' calculation of pro forma EBITDA relating thereto, certificated by the Chief Financial Officer of the Borrower Representative and supported by a quality of earnings report reasonably satisfactory to the Required Lenders;~~any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(u) ~~not less than 5 calendar days prior to that Acquisition (or any later date approved by the Required Lenders in their sole discretion), Administrative Agent has received complete drafts of each material document, instrument and agreement to be executed in connection with that Acquisition together with all lien search reports and lien release letters and other documents the Required Lenders reasonably requires to evidence the termination of Liens on the assets, business, or division to be acquired;~~so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Ultimate Holdings or any of its Subsidiaries to a Loan Party (other than Ultimate Holdings or the Mexican Loan Party), and (ii) from any Subsidiary of Ultimate Holdings that is not a Loan Party (or is the Mexican Loan Party) to any other Subsidiary of Ultimate Holdings;

(v) ~~the execution versions of all of the documents referenced in clause (h) shall not have materially changed from the drafts provided pursuant to clause (h)~~Permitted Factoring Dispositions;

(w) ~~consents have been obtained in favor of Collateral Agent or the Lenders, as applicable, to the collateral assignment of rights and indemnities under the related Acquisition documents and opinions of counsel for the Loan Parties and (if delivered to any Loan Party) the selling party in favor of Collateral Agent or the Lenders, as applicable, have been delivered;~~Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $300,000 in any Fiscal Year; and

(x) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, US$600,000 in any Fiscal Year.

~~(x) Borrower Representative has provided Administrative Agent with *pro forma* forecasted balance sheets, profit and loss statements, and cash flow statements of the Consolidated Group, all prepared on a basis consistent with the historical financial statements of the Consolidated Group, subject to adjustments to reflect projected consolidated operations following the Acquisition;~~

~~**(y)** Borrower Representative has provided Administrative Agent with reasonable calculations evidencing that on a *pro forma* basis created by adding the historical combined financial statements of the Consolidated Group (including the combined financial statements of any other Person or assets that were the subject of a prior Permitted Acquisition during the relevant period) to the historical consolidated financial statements of the entity to be acquired (or the historical financial statements related to the division, business or assets to be acquired) pursuant to the Acquisition, subject to adjustments to reflect projected consolidated operations following the Acquisition, the Consolidated Group is projected to be in compliance with the financial covenants set forth in Section 11.12 for each of the four Fiscal Quarters ended one year after the proposed date of consummation of that Acquisition;~~

~~(z) the provisions of Section 10.9 have been satisfied, including, without limitation, simultaneously with the closing of such Acquisition, by having the target company (if such Acquisition is structured as a purchase of equity) or the Loan Party (if such Acquisition is structured as a purchase of assets or a merger and a Loan Party is the surviving entity) execute and deliver to Administrative Agent (but in any case subject to the terms and conditions of the Reference Subordination Agreement), (i) such documents necessary to grant to Collateral Agent or the Lenders, as applicable, a first priority Lien (subject only to Permitted Liens and to the Reference Subordination Agreement), in all of the assets of such target company or surviving company, and their respective Subsidiaries, each in form and substance satisfactory to the Required Lenders in their discretion, and (ii) an unlimited Guaranty of the Obligations, or at the option of the Required Lenders in their discretion, a joinder agreement in the form of Exhibit B in their discretion in which such target company or surviving company, and their respective~~

~~Subsidiaries become, Loan Parties under this Agreement and assume primary, joint and several liability for the Obligations;~~

~~**(aa)** if the Acquisition is structured as a merger, a Loan Party is the surviving entity (or if a Borrower is a party to the Acquisition, a Borrower);~~

~~**(bb)** to the extent readily available to Borrowers, Borrower Representative has provided the Required Lenders with all other information with respect to that Acquisition as reasonably requested by Administrative Agent (including, without limitation, if reasonably requested by the Required Lenders, one or more third-party due diligence reports and quality-of-earnings reports); and~~

~~(cc) Borrower Representative delivers to Administrative Agent, no later than 5 Business Days prior to the Acquisition, a certificate signed by a Senior Officer of Borrowers and in form and substance satisfactory to the Required Lenders in their discretion stating that the Acquisition is a "Permitted Acquisition" and demonstrating compliance with the foregoing requirements.~~

~~"Permitted Asset Disposition" (a) the sale or lease of Inventory in the ordinary course of business and dispositions of Inventory that is unmerchantable or unsaleable, in the ordinary course of business, (b) the disposition of surplus, worn-out or obsolete Equipment in the ordinary course of business, (c) the disposition of past-due Accounts in connection with the compromise, settlement or collection thereof in the ordinary course of business, (d) the disposition of cash and Cash Equivalent Investments in the ordinary course of business and for fair market value, (e) Permitted Investments and Permitted Tax Distributions, (f) the transfer of property by a Subsidiary of a Loan Party or a Loan Party to another Loan Party (other than Intermediate Holdings), (g)(i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property in the ordinary course of business, and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business, (h) the licensing of intellectual property pursuant to non-exclusive licenses entered into in the ordinary course of business and not interfering in any material respect with the ordinary course of business of the Borrowers taken as a whole, (i) the lapse, abandonment, or disposition, in the ordinary course of business, of any intellectual property rights that are no longer material to the conduct of the business of the Loan Parties, or expiration of any patent or copyright in accordance with its statutory term, (j) Permitted Factoring Dispositions; (k) any disposition of AGS Alpama Global Services UK Ltd. and any disposition of Alpama Global Services SLU (including its branch in Portugal), and (l) the sale or other disposition of other assets, in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, U.S.$500,000 in any Fiscal Year.~~

~~"Permitted Debt" means Debt expressly permitted under this Agreement pursuant to Section 11.1.~~

"Permitted Earn-out Obligations" means, collectively, (a) all Permitted Existing ~~Earn-out~~Earn-Out Obligations and (b) all Permitted Future Earn-out Obligations, in each case

determined assuming the maximum amount payable in connection with any such Earn-out Obligations.

"Permitted Earn-out Payments" means (a) the payment of all Permitted Existing ~~Earn-out~~Earn-Out Obligations that are payable solely in Equity Interests, as and when due and payable under the Acquisition documents related thereto, (b) the payment of all Permitted Existing ~~Earn-out~~Earn-Out Obligations that are payable solely in cash or ~~cash~~Cash Equivalents, as and when due and payable under the Acquisition documents related thereto, but in the case of this clause (b) solely as long as the Payment Conditions are met with respect thereto, and (c) the payment of all Permitted Future Earn-out Obligations, as and when due and payable under the Acquisition documents related thereto, to the extent such payment is permitted under the Subordination Agreement entered into with respect thereto.

"Permitted Existing ~~Earn-out~~Earn-Out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred prior to the Closing Date set forth on Schedule 11.1(e), whether payable in Equity Interests or cash or Cash Equivalents.

"Permitted Factoring Dispositions" means ~~the disposition~~any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed~~, for all Loan Parties and their Subsidiaries, U.S.~~ US$~~500,000~~ 1,800,000 at any one time outstanding.

"Permitted Future ~~Earn-out~~Earn-Out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after ~~the Closing Date~~May 27, 2022 (other than, for avoidance of doubt, the Existing Earn-Out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, ~~as~~so long as (a) such Earn-out Obligations ~~constitute Subordinated Debt subject to a Subordination Agreement~~are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash ~~or Cash Equivalent Investments~~ does not exceed ~~(i) U.S.~~US$~~6,000,000 in connection with any single Acquisition (or series of related Acquisitions) and (ii) U.S.$15,000,000 for all Acquisitions after the Closing Date.~~ 12,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of the Obligations pursuant to a subordination agreement reasonably satisfactory to the Required Lenders.

"Permitted Holders" means (i) Macfran S.A. de C.V., (ii) Invertis, SA de CV, (iii) Diego Zavala (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x)

Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted ~~Investment" means any investment permitted under Section 11.9.~~Indebtedness" means:

(y) any Indebtedness owing to any Agent or any Lender under the New Senior Credit Agreement and the other loan documents thereunder;

(z) any other Indebtedness listed on Schedule 7.02(b) to the New Senior Credit Agreement (as in effect on May 27, 2022), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(aa) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(bb) Permitted Intercompany Investments;

(cc) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(dd) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(ee) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(ff) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(gg) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(hh) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate

amount not to exceed US$300,000 at any one time outstanding; *provided* that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(ii) unsecured Indebtedness of Ultimate Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the New Senior Credit Agreement Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the New Senior Credit Agreement Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the New Senior Credit Agreement Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(jj) the Existing Earn-Out Obligations;

(kk) Permitted Future Earn-Out Obligations;

(ll) Subordinated Indebtedness;

(mm) Indebtedness arising from Permitting Factoring Dispositions;

(nn) the AGS Indebtedness; *provided* that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(oo) the Exitus Indebtedness; *provided* that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement (as defined in the New Senior Credit Agreement);

(pp) to the extent constituting Indebtedness, the Unpaid Taxes;

(qq) PPP Indebtedness, in an aggregate amount not to exceed US$312,041;

(rr) Indebtedness in respect of letters of credit issued by third-party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed US$2,400,000 at any time; and

(ss) other unsecured Indebtedness owed to any Person that is not an Affiliate of Intermediate Holdings or any of its Subsidiaries, in an aggregate outstanding amount not to exceed US$4,800,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Party), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Party) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $600,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Party) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Party), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Party) to or in a Loan Party (including the Investments listed on Schedule 1.01(C) to the New Senior Credit Agreement (as in effect on May 27, 2022)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement (as defined in the New Senior Credit Agreement).

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) to the New Senior Credit Agreement (as in effect on May 27, 2022) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Investor Debt" shall mean all indebtedness incurred under the Investor Debt Promissory Note, in a maximum aggregate amount not to exceed ~~U.S.~~US$8,000,000 (or the Peso Equivalent thereof) at any time.

"Permitted Investor Debt Payments" shall mean, solely as long as the Payment Conditions are met with respect thereto, the payment to the Investor Debt Noteholder of (a) regularly scheduled interest payments, as and when due and payable under the Investor Debt Promissory Note, and (b) solely on or after January 1, 2022, regularly scheduled payments of principal of the Permitted Investor Debt (for the avoidance of doubt, excluding any prepayments), as and when due and payable under the Investor Debt Promissory Note.

"Permitted Liens" means:

(tt) Liens securing the Obligations;

(uu) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 10.1(c)(ii);

(vv) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(ww) Liens described on Schedule 7.02(a) to the New Senior Credit Agreement (as in effect on May 27, 2022); *provided* that any such Lien shall only secure the Indebtedness that it secures on May 27, 2022, and any Permitted Refinancing Indebtedness in respect thereof;

(xx) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(yy) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(zz) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(aaa) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(bbb) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(ccc) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(ddd) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 13.1(j);

(eee) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(fff) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(ggg) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(hhh) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(iii) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(jjj) Liens securing this Agreement, to the extent subject to the Reference Subordination Agreement; and

(kkk) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $120,000 at any time;

provided that in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations (subject to the provisions of the Reference Subordination Agreement) and obligations under the New Senior Credit Agreement.

~~"Permitted Lien" means a Lien expressly permitted under this Agreement pursuant to Section 11.2.~~

~~"Permitted Tax Distributions" means cash dividends or cash distributions made by the Loan Parties and their Subsidiaries to Intermediate Holdings and by Intermediate Holdings to its members, in each case, to permit them (or a direct or indirect owner of such members) to pay~~

~~any Tax liabilities that are attributable to the ownership or operations of the Loan Parties and their Subsidiaries.~~

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; *provided* that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed US$900,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(lll) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(mmm)such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(nnn) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified; and

(ooo) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(ppp) any Loan Party to Ultimate Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Ultimate Holdings in the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Ultimate Holdings), so long

as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(qqq) any Loan Party to any other Loan Party (other than Ultimate Holdings and the Mexican Loan Party),

(rrr) any Subsidiary of Intermediate Holdings that is not a Loan Party (or that is the Mexican Loan Party) to any other Subsidiary of Intermediate Holdings,

(sss) Ultimate Holdings to pay dividends in the form of common Equity Interests, and

(ttt) payments hereunder constituting Restricted Payments.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 10.1(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means any natural person, corporation, partnership, trust, limited liability company, association, Governmental Authority, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pesos" or "MXN" means the lawful currency of Mexico.

"Peso/Dollar Reference Exchange Rate" means an exchange rate of MXN21.00 Pesos for each Dollar.

"Peso Commitments" means, as to each Peso Lender, its obligation to make Peso Loans to the Borrowers pursuant to Section 2.1(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Peso Lender's name on Annex A or in the Assignment Agreement pursuant to which such Peso Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Peso Equivalent" means, with respect to any amount in Dollars, the amount, determined by reference to the Conversion Rate as of any date of determination, of Pesos that could be purchased with such amount of Dollars on such date.

"Peso Lender" means at any time, (a) any Lender that has a Peso Commitment at such time and (b) if the Commitments of the Peso Lenders to make Peso Loans have been terminated pursuant to Section 6.1 or Section 6.2 or, if the Aggregate Commitments have expired, any Lender that holds a Peso Loan at such time.

"Peso Loan" means a Tranche A-2 Loan and/or a Tranche B-2 Loan, as the context may require.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of US$310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of US$42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of US$8,000.

~~"PPP Borrowers" means AgileThought LLC, 4th Source, LLC, AN USA and AGS Alpama Global Services USA, LLC.~~

~~"PPP Loan Account" means the Deposit Account in which proceeds from the PPP Loans have been deposited.~~

~~"PPP Loans" means unsecured "Paycheck Protection Program" loans in an aggregate principal amount of $9,270,009 incurred by the PPP Borrowers and advanced by (i) any Governmental Authority (including the SBA) or any other Person acting as a financial agent of a Governmental Authority or (ii) any other Person to the extent such Debt under this clause (ii) is guaranteed by a Governmental Authority (including the SBA), in each case, pursuant to the CARES Act.~~

~~"PPP Unforgiven Loans" means that amount of the PPP Loans that (x) has been determined by the lender of the PPP Loans (or the SBA) to be ineligible for forgiveness pursuant to the provisions of the CARES Act; or (y) is not included in any application for such forgiveness submitted in accordance with the CARES Act within the time period specified in Section 10.14(b).~~

"Proceeding" or "proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Project Thunder" means the fundamental changes described on Schedule 7.02(c) to the New Senior Credit Agreement (as in effect on May 27, 2022).

"Projections" means financial projections of Ultimate Holdings and its Subsidiaries delivered to the Lender, as updated from time to time pursuant to Section 10.1(a)(vi).

"Pro Rata Share" means:

(~~dd~~uuu) with respect to a Lender's obligation to make Loans of any Type and right to receive payments of interest, fees, and principal with respect thereto, (i) prior to the Commitments being terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment to make Loans of such Type *plus* the Dollar Amount of the unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders required to make Loans of such Type *plus* the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Type of all Lenders, and (ii) from and after the time the Commitments to make Loans of such Type have been terminated or reduced to zero, the percentage

obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of such ~~Typeof~~Type of all Lenders; and

(~~ee~~vvv) with respect to all other matters as to a particular Lender, (i) prior to the time that the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment (if any), *plus* the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders, *plus* the Dollar Amount of the aggregate unpaid principal amount all Loans of all Lenders, and (ii) if the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of all Lenders.

~~"Purchase Money Debt" means Debt (other than the Obligations) (a) that is incurred at the time of, or within 20 days following, an acquisition of Equipment, and (b) evidences the deferred purchase price thereof.~~

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, *plus* (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Ultimate Holdings and its Subsidiaries after giving effect to such Acquisition, *plus* (c) the aggregate amount of all transaction fees, costs and expenses incurred by Ultimate Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Party) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Schedule 10.1(r) of the New Senior Credit Agreement, subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility:

(www) a mortgage agreement, in form and substance satisfactory to the Lenders, duly executed by the applicable Loan Party,

(xxx) evidence of the recording of each mortgage agreement in such office or offices as may be necessary or, in the reasonable opinion of the Required Lender , desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(yyy) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each mortgage agreement, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(zzz) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Required Lenders;

(aaaa) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(bbbb) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(cccc) an opinion of counsel, satisfactory to the Required Lenders , in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request at the request of the Required Lenders;

(dddd) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent at the request of the Required Lenders based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally recognized environmental consulting firm, reasonably satisfactory to the Required Lenders; and

(eeee) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require at the request of the Required Lenders.

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Registration Rights Agreement" means a registration rights agreement (as may be amended, restated or otherwise modified from time to time), entered into by and among the Borrowers, the Lenders and any other parties thereto, granting registration rights with respect to the Conversion Payment Shares, which specifically states that it is a "Registration Rights Agreement" for purposes of this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

~~"Regulation D" means Regulation D of the FRB.~~

~~"Regulation U" means Regulation U of the FRB.~~

"Reportable Event" means ~~a reportable~~an event ~~as defined~~described in Section 4043 of ERISA ~~and the regulations issued thereunder as to which the PBGC has not waived the notification requirement of Section 4043(a), or the failure of a Pension Plan to meet the minimum funding standards of Section 412 of the Code (without regard to whether the Pension Plan is a plan described in Section 4021(a)(2) of ERISA) or under Section 302 of ERISA.~~(other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means, at any time, Lenders whose Pro Rata Shares exceed 60% as determined pursuant to clause (b) of the definition of "Pro Rata Share~~;~~"; provided that the Pro Rata Shares held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"~~Requirement~~Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational~~,~~ or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or

judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements, or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject, including, without limitation, all health care laws, the Sherman Act (15 U.S.C. § 1); Section 5 of the Federal Trade Commission Act (15 U.S.C. § 45); and the Clayton Act (15 U.S.C. §§ 13, 14 & 18).

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equity holders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Ultimate Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Sale and Leaseback Transaction" means, with respect to Ultimate Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Ultimate Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or

territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a United States Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"~~Sanction(s)~~Sanctions" means ~~any international~~Requirements of Law concerning or relating to economic ~~sanction~~or financial sanctions or trade embargoes imposed, administered or enforced ~~by the United States Government, including~~from time to time by OFAC, the ~~United Nations Security Council~~U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

~~"SBA" means the U.S. Small Business Administration.~~

"SEC" means the Securities and Exchange Commission or any other Governmental Authority succeeding to any of the principal functions thereof.

~~"Segregated Account" means the account maintained by the trustee under the Faktos/Facultas Trust Documents at Banco Invex, S.A. de C.V., which account secures the obligation to make certain earn-out payments in connection with the acquisition of Faktos INC, S.A.P.I. de C.V. and Facultas Analytics, S.A.P.I. de C.V.~~

"Secured Party" means any Agent and any Lender.

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Senior Credit Facility" means any extension of credit to IT Global Holding LLC, 4th Source, LLC, AN Extend, S.A. de C.V. and AgileThought, LLC pursuant to the amended and restated credit agreement dated as of July 18, 2019, among IT Global Holding LLC and 4th Source, LLC and AgileThought, LLC, as borrowers, the Holding Companies, the other Loan Parties party thereto and Monroe Capital Management Advisors, LLC as administrative agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

~~"Senior Credit Facility Documents" means the definitive documentation evidencing the Senior Credit Facility, as amended, amended and restated, supplemented or otherwise modified from time to time.~~

"Senior Officer" means, with respect to any Loan Party, any of the president, chief executive officer, the chief financial officer, or the treasurer of that Loan Party.

~~"Specified Permitted Debt" means any Permitted Debt permitted under Section 11.1, other than Permitted Debt permitted under Section 11.1(f) or (o).~~

"Specified Permitted Investment" means any Permitted Investment permitted under Section 11.9(a), (c), (d), (f), (g), or (k).

"Subordinated Debt" means, collectively, any unsecured Debt of Loan Parties and their Subsidiaries which is subject to a Subordination Agreement.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the New Senior Credit Agreement.

"Subordination Agreement" means (a) the subordination terms and covenants set forth in the Master Intercompany Note, and (b) any other subordination agreement or terms and covenants set forth in documents evidencing Subordinated Debt that are executed by a holder of Subordinated Debt in favor of Administrative Agent and the Lenders from time to time on or after the Closing Date, in the cases of clauses (a) and (b) in form and substance and on terms and conditions satisfactory to the Required Lenders in their discretion.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, outstanding Equity Interests having more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context clearly otherwise requires, each reference to Subsidiaries in this Agreement refers to Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) of the Loan Parties.

"Swap Obligation" means, with respect to a Loan Party, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

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

"Termination Date" means the earlier of November 29, 2021, and the date on which the Aggregate Commitments shall have been entirely utilized or terminated in accordance with this Agreement.

"Termination Event" means, with respect to a Pension Plan that is subject to Title IV of ERISA, (a) a Reportable Event, (b) the withdrawal of any Loan Party or any other member of its Controlled Group from such Pension Plan during a plan year in which any Borrower or any other member of the Controlled Group was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or was deemed such under Section 4068(f) of ERISA, (c) the termination of such Pension Plan, the filing of a notice of intent to terminate the Pension Plan or the treatment of an amendment of such Pension Plan as a termination under Section 4041 of

~~ERISA, (d) the institution by the PBGC of proceedings to terminate such Pension Plan or (e) any event or condition that might reasonably constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Pension Plan.~~

"Total Debt" means, on any date of determination, all Debt of the Consolidated Group on such day, determined on a consolidated basis in accordance with GAAP, but excluding (a) contingent obligations thereof in respect of Contingent Liabilities (except to the extent constituting (i) Contingent Liabilities thereof in respect of Debt of a Person other than any Loan Party, or (ii) Contingent Liabilities thereof in respect of undrawn letters of credit), (b) any Hedging Obligations thereof, (c) Debt of any Borrower to any other Borrower, to the extent subordinated to the Obligations pursuant to the Master Intercompany Note, (d) for avoidance of doubt, Permitted Earn-out Obligations to the extent that the amount thereof is not yet due and payable, and (e) the Obligations.

"Total Leverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP as of the last day of any Computation Period, the ratio of (a) Total Debt (excluding any the Permitted Investor Debt, indebtedness outstanding under the Exitus Debt Promissory Note, Permitted Earn-out Obligations and the Fifth Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility) thereof as of such day, to (b) EBITDA thereof for the Computation Period ending on such day. ~~Notwithstanding anything to the contrary herein, solely for the purposes of determining compliance with Section 11.12.2, "Total Debt" shall not include any amount of the PPP Loans other than PPP Unforgiven Loans.~~

~~"Total Plan Liability" means, at any time, the present value of all vested and unvested accrued benefits under all Pension Plans, determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.~~

"Tranche A Applicable Rate" means, as of any date specified in the table below, a rate *per annum* equal to the rate set forth opposite such date by reference to Tranche B-1 Loan and Tranche B-2 Loan remaining outstanding, or not being outstanding (as applicable), at such date:

At any time the Tranche B-1 Loan and Tranche B-2 Loan are not outstanding		**At any time the Tranche B-1 Loan and Tranche B-2 Loan remain outstanding**	
Date	**Tranche A Applicable Rate**	**Date**	**Tranche A Applicable Rate**
From the Interest Payment Date falling in September, 2023 to the day immediately preceding the Interest Payment Date falling in March, 2024	0.00%	From the Interest Payment Date falling in September, 2023 to the day immediately preceding the Interest Payment Date falling in March, 2024	1.00%

From the Interest Payment Date falling in March, 2024 to the day immediately preceding the Interest Payment Date falling in September, 2024	1.00%	From the Interest Payment Date falling in March, 2024 to the day immediately preceding the Interest Payment Date falling in September, 2024	2.00%
From the Interest Payment Date falling in September, 2024 to the day immediately preceding the Interest Payment Date falling in March, 2025	2.00%	From the Interest Payment Date falling in September, 2024 to the day immediately preceding the Interest Payment Date falling in March, 2025	3.00%
From the Interest Payment Date falling in March, 2025 to the day immediately preceding the Interest Payment Date falling in September, 2025	3.00%	From the Interest Payment Date falling in March, 2025 to the day immediately preceding the Interest Payment Date falling in September, 2025	4.00%
From the Interest Payment Date falling in September, 2025 to the day immediately preceding the Interest Payment Date falling in March, 2026	4.00%	From the Interest Payment Date falling in September, 2025 to the day immediately preceding the Interest Payment Date falling in March, 2026	5.00%
From the Interest Payment Date falling in March, 2026 and any time thereafter	5.00%	From the Interest Payment Date falling in March, 2026 and any time thereafter	5.00%

"Tranche A-1 Commitment" means, as to any Tranche A-1 Lender, such Lender's commitment to make Tranche A-1 Loans on the Closing Date under this Agreement. The amount of each Tranche A-1 Lender's Tranche A-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders as of the Closing Date is ~~U.S.~~US$3,000,000.

"Tranche A-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-1 Loan at such time.

"Tranche A-1 Loan" means an extension of credit in Dollars made by a Tranche A-1 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-1 Maturity Date" means ~~the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~September 15, 2026; *provided, however*, that~~, in each case,~~ if such date

is not a Business Day, the Tranche A-1 Maturity Date shall be the immediately preceding Business Day.

"Tranche A-1 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-1 Lender evidencing Tranche A-1 Loans made by such Tranche A-1 Lender, substantially in the form of Exhibit D.

"Tranche A-1 Total Repayment Return" means with respect to any repayment of the Tranche A-1 Loans (including by way of conversion pursuant to Article XVIII), an IRR for the Tranche A-1 Lenders in respect of the amount being repaid.

"Tranche A-2 Commitment" means, as to any Tranche A-2 Lender, such Lender's commitment to make Tranche A-2 Loans on the Closing Date under this Agreement. The amount of each Tranche A-2 Lender's Tranche A-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders as of the Closing Date is MXN$120,000,000.

"Tranche A-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-2 Loan at such time.

"Tranche A-2 Loan" means an extension of credit in Pesos made by a Tranche A-2 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-2 Maturity Date" means ~~the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche A-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~September 15, 2026; *provided, however*, that~~, in each case,~~ if such date is not a Business Day, the Tranche A-2 Maturity Date shall be the immediately preceding Business Day.

"Tranche A-2 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-2 Lender evidencing Tranche A-2 Loans made by such Tranche A-2 Lender, substantially in the form of Exhibit E.

"Tranche A-2 Total Repayment Return" means with respect to any repayment of the Tranche A-2 Loans (including by way of conversion pursuant to Article XVIII), an IRR for the Tranche A-2 Lenders in respect of the amount being repaid.

"Tranche B-1 Commitment" means, as to any Tranche B-1 Lender, such Lender's commitment to make Tranche B-1 Loans on the Closing Date under this Agreement. The amount of each Tranche B-1 Lender's Tranche B-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders as of the Closing Date is the equivalent in Dollars of MXN$71,524,492.12 determined by reference

to the Conversion Rate as of the Closing Date, which amount in Dollars will be specified in the Funds Flow Memorandum.

"Tranche B-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-1 Loan at such time.

"Tranche B-1 Loan" means an extension of credit in Dollars made by a Tranche B-1 Lender to Ultimate Holdings]pursuant to this Agreement.

"Tranche B-1 Maturity Date" means ~~the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-1 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~June 15, 2023; *provided, however*, that, in each case, if such date is not a Business Day, the Tranche B-1 Maturity Date shall be the immediately preceding Business Day.

"Tranche B-1 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-1 Lender evidencing Tranche B-1 Loans made by such Tranche B-1 Lender, substantially in the form of Exhibit F.

"Tranche B-2 Commitment" means, as to any Tranche B-2 Lender, such Lender's commitment to make Tranche B-2 Loans on the Closing Date under this Agreement. The amount of each Tranche B-2 Lender's Tranche B-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders as of the Closing Date is MXN$78,446,203.

"Tranche B-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-2 Loan at such time.

"Tranche B-2 Loan" means an extension of credit in Pesos made by a Tranche B-2 Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche B-2 Maturity Date" means ~~the latest of (a) March 15, 2023 (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche B-2 Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~June 15, 2023; *provided, however*, that, in each case, if such date is not a Business Day, the Tranche B-2 Maturity Date shall be the immediately preceding Business Day.

"Tranche B-2 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-2 Lender evidencing Tranche B-2 Loans made by such Tranche B-2 Lender, substantially in the form of Exhibit G.

"Tranche C Commitment" means, as to any Tranche C Lender, such Lender's commitment to make Tranche C Loans on the Closing Date under this Agreement. The amount of each Tranche C Lender's Tranche C Commitment as of the Closing Date is set forth on Annex

A. The aggregate amount of the Tranche C Commitments of all Tranche C Lenders as of the Closing Date is ~~U.S.~~US$4,000,000.

"Tranche C Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche C Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche C Loan at such time.

"Tranche C Loan" means an extension of credit in Dollars made by a Tranche C Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche C Maturity Date" means ~~the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche C Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~September 15, 2026; *provided, however*, that~~, in each case,~~ if such date is not a Business Day, the Tranche C Maturity Date shall be the immediately preceding Business Day.

"Tranche C Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche C Lender evidencing Tranche C Loans made by such Tranche C Lender, substantially in the form of Exhibit H.

"Tranche D Commitment" means, as to any Tranche D Lender, such Lender's commitment to make Tranche D Loans on the Closing Date under this Agreement. The amount of each Tranche D Lender's Tranche D Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche D Commitments of all Tranche D Lenders as of the Closing Date is ~~U.S.~~US$500,000.00.

"Tranche D Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche D Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche D Loan at such time.

"Tranche D Loan" means an extension of credit in Dollars made by a Tranche D Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche D Maturity Date" means ~~the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche D Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~September 15, 2026; *provided, however*, that~~, in each case,~~ if such date is not a Business Day, the Tranche D Maturity Date shall be the immediately preceding Business Day.

"Tranche D Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche D Lender evidencing Tranche D Loans made by such Tranche D Lender, substantially in the form of Exhibit I.

"Tranche E Commitment" means, as to any Tranche E Lender, such Lender's commitment to make Tranche E Loans on the Amendment No. 1 Effective Date under this Agreement. The amount of each Tranche E Lender's Tranche E Commitment as of the Amendment No. 1 Effective Date is set forth on Annex A. The aggregate amount of the Tranche E Commitments of all Tranche E Lenders as of the Amendment No. 1 Effective Date is ~~U.S.~~US$200,000.

"Tranche E Lender" means (a) at any time on or prior to the Amendment No. 1 Effective Date, any Lender that has a Tranche E Commitment at such time and (b) at any time after the Amendment No. 1 Effective Date, any Lender that holds a Tranche E Loan at such time.

"Tranche E Loan" means an extension of credit in Dollars made by a Tranche E Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche E Maturity Date" means ~~the latest of (a) March 15, 2023, (b) if the Senior Credit Facility is outstanding on December 15, 2022, May 10, 2024, and (c) if maturity of the Tranche E Loans is extended pursuant to Section 6.6, such extended maturity as determined pursuant to such Section~~September 15, 2026; *provided*, *however*, that~~, in each case,~~ if such date is not a Business Day, the Tranche E Maturity Date shall be the immediately preceding Business Day.

"Tranche E Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche E Lender evidencing Tranche E Loans made by such Tranche E Lender, substantially in the form of Exhibit K.

"Type" means, with respect to a Loan, its character as a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Loan, a Tranche C Loan, a Tranche D Loan or a Tranche E Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Ultimate Holdings" as defined in the preamble to this Agreement.

~~"Unfunded Liability" means the amount (if any) by which the present value of all vested and unvested accrued benefits under all Pension Plans exceeds the fair market value of all assets allocable to those benefits, all determined as of the then most recent valuation date for each Pension Plan, using PBGC actuarial assumptions for single employer plan terminations.~~

"United States" and "U.S." mean the United States of America.

~~"Warrants" means (a) the warrants issued by LIVK in connection with its initial public offering of units (the "IPO") to buyers of its units in the IPO and (b) the warrants issued by LIVK to its sponsor, LIV Capital Acquisition Sponsor, L.P., in a private placement occurring substantially concurrently with the IPO.~~

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j) to the New Senior Credit Agreement (as in effect on May 27, 2022).

"~~Wholly-Owned~~Wholly Owned Subsidiary" means, as to any Person, a Subsidiary all of the Equity Interests of which (except directors' qualifying Equity Interests) are at the time directly or indirectly owned by that Person and/or another ~~Wholly-Owned~~Wholly Owned Subsidiary of that Person. Unless the context otherwise requires, each reference to ~~Wholly-Owned~~Wholly Owned Subsidiaries in this Agreement refers to ~~Wholly-Owned~~Wholly Owned Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) of the Loan Parties.

~~"Working Capital" means, at any date of determination thereof with respect to any Person, the remainder (which may be a negative number) of (a) the total assets of such Person and its Subsidiaries (other than cash and Cash Equivalent Investments) which may properly be classified as current assets on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP minus (b) the total liabilities of such Person and its Subsidiaries which may properly be classified as current liabilities (other than the current portion of any Loans) on a consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.~~

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

"13-Week Cash Flow" has the meaning assigned to such term in Section 10.1(a)(xix).

Section 1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "in its discretion" means "in its sole and absolute discretion." The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding~~"~~," and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and

other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Agents, Loan Parties, the Lenders and the other parties hereto and thereto and are the products of all parties. Accordingly, they shall not be construed against the Agents or the Lenders merely because of the Agents' or Lenders' involvement in their preparation.

(h) If any delivery due date specified in Section 10.1 for the delivery of reports, certificates and other information required to be delivered pursuant to Section 10.1 falls on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day.

(i) A Default or Event of Default will be deemed to have occurred and exist at all times during the period commencing on the date that Default or Event of Default occurs to the date on which that Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement, and an Event of Default will "continue" or be "continuing" until that Event of Default has been waived in writing by the Required Lenders.

Section 1.3 Accounting and Other Terms.

(a) Unless otherwise expressly provided in this Agreement, each accounting term used in this Agreement has the meaning given it under GAAP applied on a basis consistent with those used in preparing the financial statements and using the same inventory valuation method as used in the financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in that change, the change is disclosed to Administrative Agent and Required Lenders, and Section ~~11.12~~10.3 is amended in a manner satisfactory to ~~Administrative Agent~~the Required Lenders to take into account the effects of the change. All financial statements delivered pursuant to this Agreement shall be prepared in the English language and Dollars.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and any of the Borrowers, the Required Lenders shall so request, with notice to the Administrative Agent, the Lenders and the Borrower Representative on behalf of the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders). Notwithstanding anything to the contrary contained in this paragraph or the definition of "~~Capital~~ Capitalized Lease," or "~~Capital~~ Capitalized Lease Obligations" in the event of an accounting change requiring all leases to be capitalized, only those

leases (assuming for purposes hereof that they were in existence on the Closing Date) that would constitute ~~Capital~~Capitalized Leases or ~~Capital~~Capitalized Lease Obligations in accordance with GAAP on December 31, 2018, shall be considered ~~Capital~~Capitalized Leases or ~~Capital~~Capitalized Lease Obligations, as applicable, and all calculations and deliverables under this Agreement or any other Loan Document shall be made in accordance therewith; *provided*~~,~~ that, for the avoidance of doubt, all leases entered into after December 31, 2018, shall be capitalized, except to the extent that any such lease is a renewal, extension or replacement of any lease entered into or prior to December 31, 2018.

(c) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC and which are not otherwise defined in this Agreement have the same meanings in this Agreement as set forth therein, except that terms used in this Agreement which are defined in the UCC as in effect in the State of New York on the date of this Agreement will continue to have the same meaning notwithstanding any replacement or amendment of that statute except as ~~Administrative Agent~~Required Lenders may otherwise determine

Section 1.4 Classification of Loans1.4.1 . For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Tranche A-1 Loan").

ARTICLE II

COMMITMENTS OF THE LENDERS; BORROWING PROCEDURES

Section 2.1 Loans.

(a) Each Tranche A-1 Lender agrees to make a Tranche A-1 Loan in Dollars to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders. The Tranche A-1 Commitments of the Tranche A-1 Lenders to make Tranche A-1 Loans shall expire concurrently with the making of the Tranche A-1 Loans on the Closing Date.

(b) Each Tranche A-2 Lender agrees to make a Tranche A-2 Loan in Pesos to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders. The Tranche A-2 Commitments of the Tranche A-2 Lenders to make Tranche A-2 Loans shall expire concurrently with the making of the Tranche A-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(c) Each Tranche B-1 Lender agrees to make a Tranche B-1 Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders. The Tranche B-1 Commitments of the Tranche B-1 Lenders to make Tranche B-1 Loans shall expire concurrently with the making of the Tranche B-1 Loans on the Closing Date.

(d) Each Tranche B-2 Lender agrees to make a Tranche B-2 Loan in Pesos to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders. The Tranche B-2 Commitments of the Tranche B-2 Lenders to make Tranche B-2 Loans shall expire concurrently with the making of the Tranche B-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Each Tranche C Lender agrees to make a Tranche C Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche C Commitments of all Tranche C Lenders. The Tranche C Commitments of the Tranche C Lenders to make Tranche C Loans shall expire concurrently with the making of the Tranche C Loans on the Closing Date.

(f) Each Tranche D Lender agrees to make a Tranche D Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche D Commitments of all Tranche D Lenders. The Tranche D Commitments of the Tranche D Lenders to make Tranche D Loans shall expire concurrently with the making of the Tranche D Loans on the Closing Date.

(g) Each Tranche E Lender agrees to make a Tranche E Loan in Dollars to Ultimate Holdings on the Amendment No. 1 Effective Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche E Commitments of all Tranche E Lenders. The Tranche E Commitments of the Tranche E Lenders to make Tranche E Loans shall expire concurrently with the making of the Tranche E Loans on the Amendment No. 1 Effective Date.

(h) Amounts repaid with respect to any of the Loans may not be reborrowed.

Section 2.2 Borrowing Procedures.

(a) The Borrower Representative shall give written notice (each such written notice, a "Notice of Borrowing") to Administrative Agent and each Lender of the proposed borrowing not later than 10:00 A.M. (Mexico, City time) three Business Days prior to the proposed date of that borrowing (or such shorter period acceptable to the Administrative Agent). Each such notice will be effective upon receipt by Administrative Agent, will be irrevocable, and must specify the proposed Closing Date (which date shall be a Business Day prior to the Termination Date), or with respect to the borrowing of Tranche E Loans, the proposed Amendment No. 1 Effective Date, and amount of the requested borrowing. Except as otherwise agreed in a flow of funds memorandum in form and substance acceptable to the Administrative Agent and the Lenders (a "Funds Flow Memorandum") on the Closing Date, or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date, each Lender shall provide Administrative Agent with immediately available funds covering that Lender's Pro Rata Share of that borrowing so long as the applicable Lender has not received written notice that the conditions precedent set forth in Article XII with respect to that borrowing have not been satisfied. Except as otherwise agreed in a Funds Flow Memorandum, after the Administrative Agent's receipt of the proceeds of the

applicable Loans from the Lenders, the Administrative Agent shall make the proceeds of those Loans available to the applicable Borrower on the Closing Date (or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date) by transferring to the applicable Borrower immediately available funds equal to the proceeds received by the Administrative Agent. There shall be a single borrowing of the Loans hereunder.

(b) Funding Losses. In connection with each Loan, each Borrower shall jointly and severally indemnify, defend, and hold the Administrative Agent and the Lenders harmless against any loss, cost, or expense actually incurred by the Administrative Agent or any Lender as a result of the failure to borrow any Loan on the date specified by the Borrower Representative in a Notice of Borrowing (other than as a result of any failure of any Lender to make such Loan to the extent required by this Agreement that a court of competent jurisdiction finally determines to have resulted from gross negligence, willful misconduct, or bad faith of such Lender) (such losses, costs, or expenses, "Funding Losses"). A certificate of the Administrative Agent or a Lender delivered to the Borrower Representative setting forth in reasonable detail any amount or amounts that the Administrative Agent or such Lender is entitled to receive pursuant to this Section ~~2.2.2~~2.2(b) shall be conclusive absent manifest error. Borrowers shall pay such amount to the Administrative Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate.

Section 2.3 Commitments Several. The failure of any Lender to make a requested Loan on any date shall not relieve any other Lender of its obligation (if any) to make a Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Loan to be made by such other Lender. Anything herein to the contrary notwithstanding, the Tranche A-1 Lenders, Tranche A-2 Lenders, Tranche B-1 Lenders and Tranche B-2 Lenders shall be relieved from their obligations to make Loans hereunder in case of failure by the Tranche C Lenders and the Tranche D Lenders to make Tranche C Loans and Tranche D Loans in an aggregate principal amount of at least ~~U.S.~~US$4,000,000, hereunder.

Section 2.4 Certain Conditions. No Lender shall have an obligation to make any Loan if an Event of Default or Default has occurred and is continuing.

Section 2.5 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions will apply for so long as that Lender is a Defaulting Lender:

(a) Any amount payable to a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, or otherwise and including any amount that would otherwise be payable to that Defaulting Lender pursuant to Section 7.5 but excluding Article VIII) will, in lieu of being distributed to that Defaulting Lender, be retained by the Administrative Agent and, subject to any applicable requirements of law, be applied as follows at such time or times ~~as the Administrative Agent determines~~: (i) first, to the payment of any amounts owing by that Defaulting Lender to the Agents under this Agreement; (ii) second, pro rata, to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement~~, as determined by the Administrative Agent~~; (iii) third, if so determined by ~~the Administrative Agent and~~ the Borrowers, held as cash collateral for future funding obligations of

the Defaulting Lender under this Agreement; (iv) fourth, pro rata, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Borrower or any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and (v) fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. If any such payment is a prepayment of the principal amount of any Loans and made at a time when the conditions set forth in Section 12.2 are satisfied, then that payment will be applied solely to prepay the Loans of all Lenders that are not Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender.

(b) If any Borrower notifies the Administrative Agent ~~and the Borrowers each agrees~~ that a Defaulting Lender has adequately remedied all matters that caused that Lender to be a Defaulting Lender, then that Lender shall purchase at par such of the Loans of the other Lenders as ~~the Administrative Agent determines is~~ necessary in order for that Lender to hold those Loans in accordance with its Pro Rata Share (as determined pursuant to clause (a) of the definition of "Pro Rata Share"). No Defaulting Lender will have any right to approve or disapprove any amendment, waiver, consent, or any other action the Lenders or the Required Lenders have taken or may take under this Agreement (including any consent to any amendment or waiver pursuant to Section 15.1) but any waiver, amendment, or modification requiring the consent of all Lenders or each directly affected Lender that affects a Defaulting Lender differently than other affected Lenders will require the consent of that Defaulting Lender.

ARTICLE III

EVIDENCING OF LOANS

Section 3.1 Notes. Each Tranche A-1 Loan shall be evidenced by a Tranche A-1 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (ii) each Tranche A-2 Loan shall be evidenced by a Tranche A-2 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (iii) each Tranche B-1 Loan shall be evidenced by a Tranche B-1 Note, executed by Ultimate Holdings as issuer; (iv) each Tranche B-2 Loan shall be evidenced by a Tranche B-2 Note, executed by Ultimate Holdings as issuer; (v) each Tranche C Loan shall be evidenced by a Tranche C Note, executed by Ultimate Holdings as issuer; (vi) each Tranche D Loan shall be evidenced by a Tranche D Note, executed by Ultimate Holdings as issuer; and (vii) each Tranche E Loan shall be evidenced by a Tranche E Note, executed by Ultimate Holdings as issuer. The Notes shall be delivered to each Lender for the benefit of such Lender on or before the Closing Date (or with respect to Tranche E Notes, on or before the Amendment No. 1 Effective Date), appropriately completed. Each Loan and interest thereon shall at all times (including after assignment pursuant to Section 15.6) be represented by one or more Notes in such form payable to the payee named therein. Each Lender shall be entitled to have its Notes substituted, exchanged or subdivided for Notes of lesser denominations in connection with a permitted assignment of all or any portion of such Lender's Loans and Notes pursuant to Section 15.6. In case of theft, partial or complete destruction or mutilation of any Note, the relevant Lender shall be entitled to request to the Borrowers, and the Borrowers

shall promptly (but in any event within ten days of such notice) execute and deliver in lieu thereof a new Note, dated the same date as the lost, stolen, destructed or mutilated Note.

Section 3.2 Recordkeeping. The Administrative Agent, on behalf of each Lender, shall record in its records, the date and amount of each Loan made by each Lender and each repayment or conversion (if permissible) thereof. The aggregate unpaid principal amount so recorded will be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount will not, however, limit or otherwise affect the Obligations of the Borrowers under this Agreement or under any Note to repay the principal amount of the Loans under this Agreement, together with all interest accruing thereon.

ARTICLE IV

INTEREST

Section 4.1 Interest Rates.

(a) (i) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-1 Loan (A) for the period commencing on the date that Tranche A-1 Loan is made until ~~that~~the day immediately preceding the Amendment No. 4 Effective Date at a rate per annum equal to 11.00%, and (B) for the period commencing on the Amendment No. 4 Effective Date until the Tranche A-1 Loan is paid in full at a rate per annum equal to the sum of (x) 11.00% and (y) the Tranche A Applicable Rate; (ii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-2 Loan (A) for the period commencing on the date that Tranche A-2 Loan is made until ~~that~~the day immediately preceding the Amendment No. 4 Effective Date at a rate per annum equal to 17.41%, and (B) for the period commencing on the Amendment No. 4 Effective Date until the Tranche A-2 Loan is paid in full at a rate per annum equal to the sum of (x) 17.41% and (y) the Tranche A Applicable Rate; (iii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-1 Loan for the period commencing on the date that Tranche B-1 Loan is made until that Tranche B-1 Loan is paid in full at a rate per annum equal to 11.00%; (iv) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-2 Loan for the period commencing on the date that Tranche B-2 Loan is made until that Tranche B-2 Loan is paid in full at a rate per annum equal to 17.41%; (v) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche C Loan for the period commencing on the date that Tranche C Loan is made until that Tranche C Loan is paid in full at a rate per annum equal to 11.00%; (vi) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche D Loan for the period commencing on the date that Tranche D Loan is made until that Tranche D Loan is paid in full at a rate per annum equal to 11.00%; and (vii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche E Loan for the period commencing on the Amendment No. 1 Effective Date until that Tranche E Loan is paid in full at a rate per annum equal to 11.00%.

As between AgileThought Mexico and the Peso Lenders only, and for information purposes only, the interest rate applicable to the Peso Loans has been agreed giving due regard to

factors that would make the rate the substantial equivalent to the interest rate applicable to the Dollar Loans.

(b) Notwithstanding the foregoing, at any time an Event of Default exists, the interest rate applicable to each Loan will be increased by 2% during the existence of an Event of Default (and, in the case of Obligations not bearing interest, those Obligations will, during the existence of an Event of Default, bear interest at the highest interest rate applicable to the Loans *plus* 2%), but any such increase may be rescinded by Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections ~~13.1.1 or 13.1.4~~13.1(a), (f) or (g), the increase provided for in this Section 4.1 will occur automatically. In no event will interest payable by the Borrowers to any Lender under this Agreement exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, then that provision will be deemed modified to limit that interest to the maximum rate permitted under that law.

Section 4.2 Interest Payment Dates; Payment-in-Kind.

(a) Tranche A-1 Loans.

(i) Accrued interest on each Tranche A-1 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-1 Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-1 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-1 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-1 Loans, and such interest amount (together with any principal of the Tranche A-1 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-1 Loans and shall itself bear interest as provided in Section 4.1; *provided*~~,~~ that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-1 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-1 Loan maintained by such Tranche A-1 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); *provided, further*, that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-1 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so

capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-1 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-1 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-1 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-1 Loans as provided in this Section 4.2(a)(ii).

(b) Tranche A-2 Loans.

(i) Accrued interest on each Tranche A-2 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-2 Loans shall be payable on demand. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-2 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-2 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-2 Loans, and such interest amount (together with any principal of the Tranche A-2 Loans prior to giving effect to the provisions of this Section 4.2(~~a~~b)(ii)) thereafter shall form part of the Tranche A-2 Loans and shall itself bear interest as provided in Section 4.1; *provided*~~,~~ that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-2 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-2 Loan maintained by such Tranche A-2 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); *provided, further*, that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-2 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-2 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-2 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-2 Lenders, duly

executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-2 Loans as provided in this Section 4.2(~~a~~b)(ii).

(c) Tranche B-1 Loans.

(i) Accrued interest on each Tranche B-1 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-1 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount on account of interest on the Tranche B-1 Loans equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans.

(d) Tranche B-2 Loans.

(i) Accrued interest on each Tranche B-2 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-2 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount on account of interest on the Tranche B-2 Loans equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Tranche C Loans.

(i) Accrued interest on each Tranche C Loan shall be payable ~~in arrears on each Interest Payment Date, upon a prepayment of such Loan, and~~ on the date on which all or any portion of the Obligations are accelerated, and ~~at maturity~~on the Tranche C Maturity Date; *provided*, *however* that nothing herein shall restrict the Borrowers from making voluntary payments of such interest at any time prior to the Tranche C Maturity Date. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche C Loans shall be payable on demand.

(ii) ~~So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche C Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche C Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche C Loans, and such interest amount (together with any principal of the Tranche C Loans prior to giving effect to the provisions of this Section 4.2(e)(ii)) thereafter shall form part of the Tranche C Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche C Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche C Loan maintained by such Tranche C Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche C Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche C Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche C Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche C Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche C Loans as provided in this Section 4.2(e)(ii).~~[Reserved]

(f) Tranche D Loans.

(i) Accrued interest on each Tranche D Loan shall be payable in arrears on ~~each Interest Payment Date, upon a prepayment of such Loan, and on~~ the date on which all or any portion of the Obligations are accelerated, and ~~at maturity~~on the Tranche D Maturity Date *provided*, *however* that nothing herein shall restrict the Borrowers from making voluntary payments of such interest at any time prior to the Tranche D Maturity Date. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche D Loans shall be payable on demand.

(ii) ~~So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche D Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche D Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche D Loans, and such interest amount (together with any principal of the Tranche D Loans prior to giving effect to the provisions of this Section~~

~~4.2(f)(ii)) thereafter shall form part of the Tranche D Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche D Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche D Loan maintained by such Tranche D Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche D Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche D Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche D Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche D Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche D Loans as provided in this Section 4.2(f)(ii).~~[Reserved].

(g) Tranche E Loans.

(i) Accrued interest on each Tranche E Loan shall be payable in arrears on ~~each Interest Payment Date, upon a prepayment of such Loan, and on~~ the date on which all or any portion of the Obligations are accelerated, and ~~at maturity~~on the Tranche E Maturity Date; *provided*, *however* that nothing herein shall restrict the Borrowers from making voluntary payments of such interest at any time prior to the Tranche E Maturity Date. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche E Loans shall be payable on demand.

(ii) ~~So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche E Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche E Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche E Loans, and such interest amount (together with any principal of the Tranche E Loans prior to giving effect to the provisions of this Section 4.2(g)(ii)) thereafter shall form part of the Tranche E Loans and shall itself bear interest as provided in Section 4.1; provided, that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche E Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such~~

~~Interest Payment Date, to require that all or any portion of the interest on the Tranche E Loan maintained by such Tranche E Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); provided, further that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche E Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche E Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche E Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche E Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche E Loans as provided in this Section 4.2(g)(ii).~~[Reserved]

(h) The provisions of this Section 4.2 represent the sole and entire agreement of the parties to capitalize interest and accept payment of interest other than in cash; *provided*~~,~~ that such agreement is subject to the terms of the Reference Subordination Agreement. Any interest not capitalized and added to principal pursuant to Section 4.2 shall continue to be payable in cash in accordance with the terms of this Agreement and the Notes, and if unpaid when due, shall bear interest at the applicable rate provided in Section 4.1.

Section 4.3 Computation of Interest. Interest will be computed for the actual number of days elapsed on the basis of a year of 360 days.

Section 4.4 Intent to Limit Charges to Maximum Lawful Rate. In no event will any interest rate payable under this Agreement (including, without limitation, under Section 4.1 *plus* any other amounts paid in connection herewith), exceed the highest rate permissible under any law that a court of competent jurisdiction, in a final determination, deems applicable. Borrowers and the Lenders, in executing and delivering this Agreement, intend legally to agree upon the rates of interest and manner of payment stated within this Agreement; *provided* that, notwithstanding any provision of this Agreement to the contrary, if any such rate of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, each Borrower is and will be liable only for the payment of such maximum amount as is allowed by law, and payment received from such Borrower in excess of such legal maximum, whenever received, will be applied to reduce the principal balance of the Obligations to the extent of that excess.

ARTICLE V

FEES

Section 5.1 Fee Letters. Each Borrower jointly and severally agrees to pay to the Agents and to the Lenders all such fees and expenses as are mutually agreed to from time to time

by the Borrower, the Agents and the Lenders, including, without limitation, the fees and expenses set forth in the Agents Fee Letter, in each case subject to the terms of the Reference Subordination Agreement. All fees payable under the Loan Documents shall be paid on the dates due, in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim. Fees paid under any Loan Document shall not be refundable under any circumstances.

Section 5.2 Facility Fee.

(a) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-1 Lenders, for their account (to be shared ratably among the Tranche A-1 Lenders), on the earliest of (i) the Tranche A-1 Maturity Date, (ii) the date on which the Tranche A-1 Loans are paid in full in cash, and (iii) the date on which the Tranche A-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-1 Facility Fee Payment Date"), a fee (the "Tranche A-1 Facility Fee"), in an amount ~~equal to 1.75%~~that results in a Tranche A-1 Total Repayment Return (after giving effect to any interest on the Tranche A-1 Loans paid on such date) equal to a rate which is 100 basis point higher that the interest rate applicable to the Tranche A-1 Loans pursuant to Section 4.1(a) in respect of the amount of the Tranche A-1 ~~Commitment~~Loans required to be repaid (including by way of conversion pursuant to Article XVIII) on such date. The Tranche A-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-1 Lenders on the Tranche A-1 Facility Fee Payment Date.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-2 Lenders, for their account (to be shared ratably among the Tranche A-2 Lenders), on the earliest of (i) the Tranche A-2 Maturity Date, (ii) the date on which the Tranche A-2 Loans are paid in full in cash, and (iii) the date on which the Tranche A-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-2 Facility Fee Payment Date"), a fee (the "Tranche A-2 Facility Fee"), in an amount ~~equal to 1.75%~~ that results in a Tranche A-2 Total Repayment Return (after giving effect to any interest on the Tranche A-2 Loans paid on such date) equal to a rate which is 100 basis point higher that the interest rate applicable to the Tranche A-2 Loans pursuant to Section 4.1(a) in respect of the amount of the Tranche A-2 ~~Commitment~~Loans required to be repaid (including by way of conversion pursuant to Article XVIII) on such date. The Tranche A-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-2 Lenders on the Tranche A-2 Facility Fee Payment Date.

(c) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-1 Lenders, for their account (to be shared ratably among the Tranche B-1 Lenders), on the earliest of (i) the Tranche B-1 Maturity Date, (ii) the date on which the Tranche B-1 Loans are paid in full in cash, and (iii) the date on which the Tranche B-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-1 Facility Fee Payment Date"), a fee (the "Tranche B-1 Facility Fee"), in an amount equal to 1.75% of the Tranche B-1 Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche B-1 Loans on such date). The Tranche B-1 Facility Fee shall be in addition to (and not

in lieu of) any other fees due and payable to the Tranche B-1 Lenders on the Tranche B-1 Facility Fee Payment Date.

(d) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-2 Lenders, for their account (to be shared ratably among the Tranche B-2 Lenders), on the earliest of (i) the Tranche B-2 Maturity Date, (ii) the date on which the Tranche B-2 Loans are paid in full in cash, and (iii) the date on which the Tranche B-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-2 Facility Fee Payment Date"), a fee (the "Tranche B-2 Facility Fee"), in an amount equal to 1.75% of the Tranche B-2 Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche B-2 Loans on such date). The Tranche B-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-2 Lenders on the Tranche B-2 Facility Fee Payment Date.

(e) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche C Lenders, for their account (to be shared ratably among the Tranche C Lenders), on the earlier of (i) the Tranche C Maturity Date, and (ii) the date on which the interest on the Tranche C Loans ~~are~~is paid in full in cash~~, and (iii) the date on which the Tranche C Lenders exercise their rights under Article XVIII~~ (such earlier date, the "Tranche C Facility Fee Payment Date"), a fee (the "Tranche C Facility Fee"), in an amount equal to 1.75% of the Tranche C Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche C Loans on such date). The Tranche C Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche C Lenders on the Tranche C Facility Fee Payment Date.

(f) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche D Lenders, for their account (to be shared ratably among the Tranche D Lenders), on the earlier of (i) the Tranche D Maturity Date, and (ii) the date on which the interest on the Tranche D Loans ~~are~~is paid in full in cash~~, and (iii) the date on which the Tranche D Lenders exercise their rights under Article XVIII~~ (such earlier date, the "Tranche D Facility Fee Payment Date"), a fee (the "Tranche D Facility Fee"), in an amount equal to 1.75% of the Tranche D Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche D Loans on such date). The Tranche D Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche D Lenders on the Tranche D Facility Fee Payment Date.

(g) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche E Lenders, for their account (to be shared ratably among the Tranche E Lenders), on the earlier of (i) the Tranche E Maturity Date, and (ii) the date on which the interest on the Tranche E Loans ~~are~~is paid in full in cash~~, and (iii) the date on which the Tranche E Lenders exercise their rights under Article XVIII~~ (such earlier date, the "Tranche E Facility Fee Payment Date"), a fee (the "Tranche E Facility Fee"), in an amount equal to 1.75% of the Tranche E Commitment as of the Amendment No. 1 Effective Date (prior to giving effect to any borrowing of the Tranche E Loans on such date). The Tranche E Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche E Lenders on the Tranche E Facility Fee Payment Date.

ARTICLE VI

REDUCTION OR TERMINATION OF THE COMMITMENT; PREPAYMENTS.

Section 6.1 Reduction or Termination of the Commitment.

(a) The Borrowers may not reduce or terminate the Commitments.

(b) The Commitment of each Lender shall automatically terminate at 5:00 p.m. (Mexico City time) on the Termination Date.

Section 6.2 Prepayments.

6.2.1 Voluntary Prepayments. The Borrowers shall have the right at any time, and from time to time, to deliver a written notice to the Administrative Agent containing an offer by the Borrowers to prepay the Loans in whole or in part on a Business Day set forth in such notice (such date, a "Voluntary Prepayment Date") which is not earlier than ten days following the date on which such notice is actually received by the Administrative Agent (such date, a "Voluntary Prepayment Notice Date"), and the Lenders shall have the right to accept such offer in their sole and absolute discretion; *provided* that such offer may only be accepted to the extent that, (a) such prepayment is permitted under the Reference Subordination Agreement, and (b) the Borrowers shall have paid in full the fees set forth under Section 5.2. Any such notice to prepay the Loans shall be irrevocable and in case the Borrowers deliver such notice and the conditions under clauses (a) and (b) above are satisfied, the Loans shall become due and payable in full on the Voluntary Prepayment Date.

6.2.2 Mandatory Prepayments.

(a) Loans. Subject to the Reference Subordination Agreement, the Borrowers shall make a prepayment of the Loans until paid in full upon the occurrence of any of the following at the following times and in the following amounts:

(i) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any ~~Asset~~ Disposition (other than from a Permitted Factoring Disposition), in an amount equal to 100% of such Net Cash Proceeds;

(ii) concurrently with the receipt by any Loan Party of any proceeds of any issuance of its Equity Interests (other than any such issuance of Equity Interests that is described in clause (i) of the definition of "Extraordinary Receipts"), in an amount equal to 100% of the Net Cash Proceeds thereof;

(iii) concurrently with the receipt by any Loan Party of any Extraordinary Receipts, in an amount equal to 100% of such Extraordinary Receipts; *provided* that, in the case of any event described in clause (b) of the definition of the term "Extraordinary Receipts," with respect to Extraordinary Receipts not to exceed ~~U.S.~~US$2,000,000 in the aggregate during the term of this Agreement, if the Borrower

Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Extraordinary Receipts from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Extraordinary Receipts, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iii) in respect of the Extraordinary Receipts specified in such certificate; *provided, further*, that to the extent any such Extraordinary Receipts therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Extraordinary Receipts that have not been so applied unless such 180-day period is extended by the Required Lenders; *provided, further*, that in the case of any event described in clause (i) of the definition of the term "Extraordinary Receipts" (but only to the extent that, at the time of receipt of such Extraordinary Receipts the cash on hand of the Loan Parties is less than ~~U.S.~~US$15,000,000) the amount of such Extraordinary Receipts required to be applied to make a prepayment of the Loans pursuant to this Section 6.2.2 shall be an amount equal to the positive difference between (A) the aggregate amount of such Extraordinary Receipts, and (B) the positive difference between (1) ~~U.S.~~US$15,000,000 and (2) the cash on hand of the Loan Parties as of the date of receipt of such Extraordinary Receipts; ~~and~~

(iv) concurrently with the receipt of any Business Interruption Proceeds, in an amount equal to 100% of such Business Interruption Proceeds; *provided* that, with respect to Business Interruption Proceeds not to exceed ~~U.S.~~US$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Business Interruption Proceeds from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Business Interruption Proceeds, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties or to pay operating expenses of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iv) in respect of the Extraordinary Receipts specified in such certificate; *provided, further*, that to the extent any such Business Interruption Proceeds therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Business Interruption Proceeds that have not been so applied unless such 180-day period is extended by the Required Lenders~~.~~; and

(v) Immediately upon receipt by Intermediate Holdings of the proceeds of any Permitted Cure Equity pursuant to Section 13.2, Intermediate Holdings shall prepay the outstanding principal of the Loans in accordance with Section 6.3 in an amount equal to 100% of such proceeds.

Section 6.3 Manner and Application of Prepayments. All prepayments of the Loans under Section 6.2 shall be subject to the Reference Subordination Agreement and to Section 8.7 and shall be accompanied by payment of all accrued interest on the Loans (or portion thereof) being prepaid. All prepayments of the Loans will be applied on a pro rata basis to the Loans based on the Dollar Amount thereof.

Section 6.4 Repayments.

(a) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-1 Lenders the outstanding principal amount of each Tranche A-1 Loan on the Tranche A-1 Maturity Date.

(b) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-2 Lenders the outstanding principal amount of each Tranche A-2 Loan on the Tranche A-2 Maturity Date.

(c) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-1 Lenders the outstanding principal amount of each Tranche B-1 Loan on the Tranche B-1 Maturity Date.

(d) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-2 Lenders the outstanding principal amount of each Tranche B-2 Loan on the Tranche B-2 Maturity Date.

(e) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche C Lenders the outstanding principal amount of each Tranche C Loan on the Tranche C Maturity Date.

(f) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche D Lenders the outstanding principal amount of each Tranche D Loan on the Tranche D Maturity Date.

(g) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche E Lenders the outstanding principal amount of each Tranche E Loan on the Tranche E Maturity Date.

Section 6.5 Increase of Tranche B-1 and Tranche B-2 Loans Payment Amount.

(a) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans

(b) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans.

Section 6.6 ~~Extension of Maturity.~~ [Reserved].

~~(a) The Borrowing Agent may, by notice to the Administrative Agent (who shall promptly notify the Lenders) not earlier than 45 days and not later than 35 days prior to the Maturity Date then in effect hereunder (the "Existing Maturity Date"), request that each Lender extend such Lender's Maturity Date for up to an additional 18 months from the Existing Maturity Date.~~

~~(b) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the Existing Maturity Date and not later than the date (the "Notice Date") that is 20 days prior to the Existing Maturity Date, advise the Administrative Agent whether or not such Lender agrees to such extension. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.~~

~~(c) The Administrative Agent shall notify the Borrowers of each Lender's determination under this Section no later than the date five days prior to the Existing Maturity Date (or, if such date is not a Business Day, on the following Business Day).~~

~~(d) As a condition precedent to any such extension, the Borrowing Agent shall deliver to the Administrative Agent (y) a certificate of each Loan Party dated as of the Existing Maturity Date (in sufficient copies for each Lender) signed by an authorized signatory of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such extension and (ii) certifying that, before and after giving effect to such extension, (A) the representations and warranties contained in Article IX and the other Loan Documents are true and correct on and as of the Existing Maturity Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 6.6, the representations and warranties contained in Section 9.4 shall be deemed to refer to the most recent statements furnished pursuant to Section 10.1.1 and Section 10.1.2, and (B) no Default or Event of Default exists, and *(z)* evidence in form and substance satisfactory to Administrative Agent and the Lenders that (i) each of the Mexican Collateral Agreements has been acknowledged and ratified by the parties thereto consenting to the extension of the Existing Maturity Date, and (ii) proper registration of the acknowledgement and ratification of each of the Mexican Collateral Agreements has been carried out before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and before the Mexican Industrial Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Agreement, respectively.~~

ARTICLE VII

MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES

Section 7.1 Making of Payments.

7.1.1 Borrowers shall make all cash payments of principal or interest on the Loans, and of all fees to paid in cash, to the Administrative Agent in immediately available funds to the account designated by the Administrative Agent for such purpose, not later than 12:00 P.M. (~~Mexico City~~New York time) on the date due, and funds received after that time shall be deemed to have been received by the Administrative Agent on the following Business Day, with the exception that funds due in pesos for the Peso Loans will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the date due. Borrowers shall make all payments to the Agents and the Lenders without set-off, counterclaim, recoupment, deduction, or other defense. Subject to Section 2.5, Administrative Agent shall promptly remit to each Lender and the Collateral Agent its share of all such payments received in collected funds by Administrative Agent for the account of such Lender and the Collateral Agent; *provided*, that any amount received by the Administrative Agent on account of cash payments of principal or interest on the Loans, and/or of fees paid in cash shall be allocated by the Administrative Agent among the Lenders in accordance with the written instructions received by the Administrative Agent from the Lenders to such effect; *provided*, *further*, that the failure by the Lenders to give such instructions to the Administrative Agent shall not affect the obligation of the Loan Parties to make any such payment on the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, Borrowers shall make all payments under Section 8.1 directly to the Lender entitled thereto. The Borrowers agree to notify the Administrative Agent and the Lenders of any cash payments of principal or interest on the Loans, and/or of any fees to paid in cash, not later than 10:00 A.M. (New York City time) three Business Days prior to the date of any such payment, which notice will be effective upon receipt by the Administrative Agent, will be irrevocable, and must specify (i) the date of such payment, (ii) the amount of such payment, and (iii) if such payment is in respect of interest and/or fees; *provided*, that the failure to give such notice shall not affect the obligation of the Loan Parties to make any such payment on the terms and conditions set forth in this Agreement.

7.1.2 Except to the extent otherwise provided herein (i) each payment or prepayment of principal of the Loans shall be made for the account of the Lenders of each Type pro rata in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans, Tranche D Loans and Tranche E Loans, and within each Type shall be made for the account of the Lenders of such Type pro rata in accordance with the Dollar Amount of the respective unpaid principal amounts of the Loans of such Type held by the respective Lenders and (ii) each payment of interest by the Borrowers shall be made for the account of the Lenders of each Type pro rata in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans, Tranche D Loans and Tranche E Loans, and within each Type shall be made for account of the Lenders of

such Type pro rata in accordance with the Dollar Amount of interest on the Loans of that same Type then due and payable to the Lenders of such Type.

Section 7.2 Application of Certain Payments.

7.2.1 So long as no Default or Event of Default has occurred and is continuing, mandatory prepayments shall be applied as set forth in Section 6.3.

7.2.2 Subject to any written agreement among Administrative Agent and the Lenders:

(a) [Reserved].

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent, acting upon the written direction of the Required Lenders, shall apply all payments in respect of any Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement, as follows: (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay the Obligations in respect of any fees and indemnities then due and payable to the Lenders until paid in full; (iii) third, ratably to pay interest then due and payable in respect of the Loans until paid in full based on the Dollar Amount thereof; (iv) fourth, ratably to pay principal of the Loans until paid in full based on the Dollar Amount thereof; (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 7.2.2(b), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after, or that would have accrued but for, the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 7.2.2 and other provisions contained in any other Loan Document, it is the intention of the parties to this Agreement that all such priority provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 7.2.2 shall control and govern.

Section 7.3 Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day unless the result of that extension would cause such due date to occur in another calendar month, in which case such due date shall be the immediately preceding Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

Section 7.4 Setoff. All payments made by Borrowers hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. Each Borrower, for itself and each other Loan Party, agrees that each Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Borrower, for itself and each other Loan Party, agrees that at any time any Event of Default exists, each Agent and each Lender may apply to the payment of any Obligations of each Borrower and each other Loan Party under this Agreement, whether or not then due, any and all balances, credits, deposits, accounts, or moneys of each Borrower and each other Loan Party then or thereafter with that Agent or that Lender.

Section 7.5 Proration of Payments. Except as provided in Section 2.5, if any Lender obtains any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise), on account of principal of or interest on any Loan (but excluding (a) any payment pursuant to Article VIII or Section ~~8 or~~ 15.6, or (b) payments of interest on any ~~Affected~~affected Loan) in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Loans, then held by them, then that Lender shall purchase from the other Lenders such participations in the Loans held by them as are necessary to cause that purchasing Lender to share the excess payment or other recovery ratably with each of them, but if all or any portion of the excess payment or other recovery is thereafter recovered from that purchasing Lender, then that purchase will be rescinded and the purchase price restored to the extent of that recovery.

Section 7.6 Taxes.

7.6.1 The Loan Parties shall make all payments under this Agreement or under any Loan Documents without setoff, counterclaim, or other defense. All payments under this Agreement or under the Loan Documents (including any payment of principal, interest, or fees and including, for the avoidance of doubt, any payment that results from the delivery of Conversion Payment Shares) to, or for the benefit, of any Person will be made by the Loan Parties free and clear of and without deduction or withholding for, or account of, any Taxes now or hereafter imposed by any taxing authority, except as required by applicable law.

7.6.2 If Borrowers make any payment (including, for the avoidance of doubt, that results from the exercise of the conversion rights under Article XVIII) under this Agreement or under any other Loan Document in respect of which any Borrower is required by applicable law to deduct or withhold any Taxes, then (i) the Borrower shall be entitled to deduct or withhold from such payment the amount of such Taxes, (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant taxing authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, the sum payable by such Borrower shall be increased such that after the reduction for the amount of Indemnified Taxes withheld (and any Indemnified Taxes withheld or imposed with respect to the additional payments required under this Section 7.6.2), the recipient of the payment receives an amount equal to the sum it would have received had no such withholding been made. To the extent Borrowers withhold any Taxes on payments under this Agreement or under any other Loan Document, Borrowers shall deliver to Administrative Agent within 30 days after Borrowers have made payment to that taxing authority a receipt issued by that taxing authority (or other evidence reasonably satisfactory to Administrative Agent

approved by the Required Lenders) evidencing the payment of all amounts so required to be deducted or withheld from that payment.

7.6.3 If any Lender or Agent or other recipient is required by law to make any payments of any Indemnified Taxes on or in relation to any amounts received or receivable under this Agreement or under any other Loan Document, or any Indemnified Tax is assessed against a Lender or Agent or other recipient with respect to amounts received or receivable under this Agreement or under any other Loan Document, Borrowers will indemnify that Person against (i) that Indemnified Tax and (ii) any Indemnified Taxes imposed as a result of the receipt of the payment under this Section 7.6.3. A certificate prepared in good faith as to the amount of any such payment by that Lender or Agent or other recipient will, absent manifest error, be final, conclusive, and binding on all parties.

7.6.4 Notwithstanding anything to the contrary in Sections 7.6.2 and 7.6.3, the Borrowers shall in no event be required to pay the Tranche B-1 Lender or the Tranche B-2 Lender additional amounts under clause (iii) of Section 7.6.2 with respect to U.S. federal withholding Taxes ("U.S. Withholding Tax Additional Amounts") or to indemnify the Tranche B-1 Lender or the Tranche B-2 Lender under Section 7.6.3 against Indemnified Taxes that are U.S. federal withholding Taxes ("U.S. Withholding Tax Indemnity Payments") to the extent the sum of any U.S. Withholding Tax Additional Amounts and any U.S. Withholding Tax Indemnity Payments paid by the Borrowers to the Tranche B-1 Lender and the Tranche B-2 Lender exceeds, in the aggregate, ~~U.S.~~US$250,000.

7.6.5 (a) Any Lender that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any Loan Document shall use its best efforts to deliver to the Borrower Representative and the Administrative Agent, such properly and completed executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payment to be made without withholding or at a reduced rate of withholding.

(b) Without limiting the generality of the foregoing:

(A) each Lender that is not a United States person within the meaning of Code Section 7701(a)(30) (a "Non-U.S. Lender") shall use its best efforts to deliver to Borrower Representative and Administrative Agent on the earlier of (i) the date that is six (6) months after the Closing Date (or in the case of a Lender that is an Assignee, on the date of the assignment) and (ii) the date of delivery of Conversion Payment Shares, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY (or any successor or other applicable form prescribed by the IRS) for each such Lender and, as applicable, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable form prescribed by the IRS) for each of its partners or other beneficial owners certifying to the entitlement to a complete exemption from, or reduction in, U.S. federal withholding tax on interest payments to be made under this Agreement or under any Loan Document, together with such supplementary documentation as may be

prescribed by applicable law to permit Borrowers or the Administrative Agent to determine the withholding or deduction to be made. If a Lender or one of its partners or other beneficial owners is claiming a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c), then that Lender shall deliver (along with two accurate and complete original signed copies of IRS Form W-8IMY, W-8BEN or W-8BEN-E, as applicable) a certificate in form and substance reasonably acceptable to Borrower Representative and Administrative Agent to the effect that such Person is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (any such certificate, a "Withholding Certificate"). To the extent a Lender (or its partners or other beneficial owners, as applicable) would be entitled to claim a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c) with respect to payments received under this Agreement or under the Loan Documents, and such Lender takes any action that could reasonably be expected to result in the loss of such exemption, the Borrowers shall not be required to pay to such Lender amounts pursuant to Section 7.6 in excess of the maximum amount that the Borrowers would have been required to pay pursuant to the Laws in effect on the date of this Agreement had the Lender not taken such action. In addition, each Non-U.S. Lender shall, from time to time after the Closing Date (or in the case of a Lender that is an Assignee, after the date of the assignment to that Lender) when a lapse in time (or change in circumstances occurs) renders the prior certificates delivered under this Agreement obsolete or inaccurate in any material respect, use its best efforts to deliver to Borrower Representative and Administrative Agent two new and accurate and complete original signed copies of IRS Forms W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable forms prescribed by the IRS), and if applicable, a new Withholding Certificate, to confirm or establish the entitlement of such Lender (or its respective partner or other beneficial owner) to an exemption from, or reduction in, United States withholding tax on interest payments to be made under this Agreement or with respect to any Loan (or such Lender shall otherwise promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to deliver such forms and/or Withholding Certificate).

(B) Each Lender that is not a Non-U.S. Lender shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower Representative and Administrative Agent certifying that that Lender is exempt from United States backup withholding Tax. To the extent that a form provided pursuant to this Section 7.6.5(b) is rendered obsolete or inaccurate in any material respect as result of change in circumstances with respect to the status of a Lender or Administrative Agent, then that Lender or Administrative Agent shall, to the extent permitted by applicable law, deliver to Borrower Representative and, as applicable, Administrative Agent revised forms necessary to confirm or establish the entitlement to that Lender's exemption from

United States backup withholding Tax (or such Lender or Administrative Agent shall otherwise promptly notify the Borrower Representative and, as applicable, the Administrative Agent in writing of its legal inability to deliver such forms).

7.6.6 Each Lender shall indemnify Administrative Agent and hold Administrative Agent harmless for the full amount of any and all present or future Taxes and related liabilities (including penalties, interest, additions to Tax and expenses, and any Taxes imposed by any jurisdiction on amounts payable to Administrative Agent under this Section 7.6) which are imposed on or with respect to principal, interest, or fees payable to that Lender under this Agreement and which are not paid by Borrowers pursuant to this Section 7.6, whether or not those Taxes or related liabilities were correctly or legally asserted. This indemnification must be made within 30 days from the date Administrative Agent makes written demand therefor.

7.6.7 If an Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section 7.6, then that Agent or that Lender, as applicable, shall pay over that refund to the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 7.6 with respect to the Indemnified Taxes giving rise to that refund), net of any Taxes imposed by reason of receipt of that refund and all out-of-pocket expenses of that Agent or that Lender, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to that refund, which interest must be paid to the Borrowers). Upon the request of any such Agent or any such Lender, Borrowers shall repay any amount paid to the Borrowers (plus any penalties, interest, or other charges imposed by the relevant Governmental Authority) to that Agent or that Lender in the event that Agent or that Lender is required to repay any such refund to any such Governmental Authority. Nothing in this Section 7.6.7 is to be construed to require any Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to any Borrower or any other Person.

7.6.8 The Borrowers agree to pay to any Mexican Lender all applicable present and future value added taxes (*Impuesto al Valor Agregado*) in respect of any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including, without limitation, in respect of any capitalized interest under Section 4.2(a)(ii)).

7.6.9 If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if that Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), then that Lender shall deliver to Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at any other time or times reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) all documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and all additional documentation reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) as is necessary for Administrative Agent or Borrowers to comply with their obligations under FATCA and to determine that that

Lender has complied with that Lender's obligations under FATCA or to determine the amount to deduct and withhold from that payment. Solely for purposes of this Section 7.6.9, "FATCA" is deemed to include any amendments made to FATCA after the date of this Agreement.

7.6.10 For purposes of this Section 7.6, the term "applicable law" includes FATCA. Each party's obligations under this Section 7.6 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction, or discharge of all obligations under any Loan Document.

ARTICLE VIII

INCREASED COSTS

Section 8.1 Increased Costs.

(a) If any Change in Law (i) imposes, modifies, or deems applicable any reserve (including any reserve imposed by the FRB), special deposit, or similar requirement against assets of, deposits with, or for the account of, or credit extended by, any Lender; (ii) subjects any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (c) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, its Note(s) or its obligations to make Loans, or (iii) imposes on any Lender any other condition (other than Taxes) affecting its Loans, its Note(s), or its obligation to make Loans, and the result of anything described in clauses (i) through (iii) above is to increase the cost to (or to impose a cost on) that Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by that Lender under this Agreement or under its Note(s) with respect thereto, then upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay directly to that Lender such additional amount as will compensate that Lender for that increased cost or that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(b) If any Lender reasonably determines that any change in, or the adoption or phase-in of, any applicable law, rule, or regulation regarding capital adequacy, or any change in the interpretation or administration thereof by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or the compliance by any Lender or any Person controlling any Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, has or would have the effect of reducing the rate of return on that Lender's or that controlling Person's capital as a consequence of that Lender's obligations under this Agreement to a level below that which that Lender or that controlling Person could have achieved but for that change, adoption, phase-in, or compliance (taking into consideration that Lender's or that controlling Person's policies with respect to capital adequacy) by an amount deemed by that Lender or that controlling Person to be material, then from time to time, upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand

and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay to that Lender that additional amount as will compensate that Lender or that controlling Person for that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

Section 8.2 [Reserved].

Section 8.3 Changes in Law Rendering Loans Unlawful. If, after the date of this Agreement, any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any Governmental Authority or other regulatory body charged with the administration thereof, makes it (or in the good faith judgment of any Lender causes a substantial question as to whether it is) unlawful for any Lender to make, maintain, or fund loans in Dollars, then that Lender shall promptly notify each of the other parties to this Agreement and that Lender will not be required to make or maintain any Loan in Dollars.

Section 8.4 Right of Lenders to Fund through Other Offices. Each Lender may, if it so elects, fulfill its commitment as to any Loan by causing a foreign branch or Affiliate of that Lender to make that Loan, but each such Loan will be deemed to have been made by that Lender and the obligation of Borrowers to repay that Loan will be to that Lender and will be deemed held by the Lender, to the extent of that Loan, for the account of that branch or Affiliate.

Section 8.5 Mitigation of Circumstances; Replacement of Lenders.

(a) Each Lender shall promptly notify Borrower Representative and Administrative Agent of any event of which it has knowledge that will result in, and will use reasonable commercial efforts available to it (and not, in that Lender's sole judgment, otherwise disadvantageous to that Lender) to mitigate or avoid (i) any obligation by Borrowers to pay any amount pursuant to Section 7.6 or 8.1 or (ii) the occurrence of any circumstances described in Section 8.3 (and, if any Lender has given notice of any such event described in clauses (i) or (ii) and thereafter that event ceases to exist, that Lender shall promptly so notify Borrower Representative and Administrative Agent). Without limiting the foregoing, each Lender shall designate a different funding office if that designation will avoid (or reduce the cost to Borrowers of) any event described in clauses (i) or (ii) and that designation will not, in that Lender's sole judgment, be otherwise disadvantageous to that Lender.

(b) If Borrowers become obligated to pay additional amounts to any Lender pursuant to Section 8.1, or any Lender gives notice of the occurrence of any circumstances described in Section 8.3, or any Lender becomes a Defaulting Lender, then Borrower Representative may designate another financial institution that is acceptable to Administrative Agent in its reasonable discretion (a "Replacement Lender") to purchase the Loans of that Lender and that Lender's rights under this Agreement, without recourse to or warranty by, or expense to, that Lender, for a purchase price equal to the outstanding principal amount of the Loans payable to that Lender *plus* any accrued but unpaid interest on those Loans and all accrued but unpaid fees owed to that Lender and any other amounts owed to that Lender under this Agreement and any other Loan Document, and to assume all the obligations of that Lender under this Agreement.

Upon any such purchase and assumption (pursuant to an Assignment Agreement), the applicable Lender will no longer be a party to this Agreement or have any rights under this Agreement (other than rights with respect to indemnities and similar rights applicable to that Lender prior to the date of that purchase and assumption) and will be relieved from all obligations to Borrowers under this Agreement, and the Replacement Lender will succeed to the rights and obligations of that Lender under this Agreement.

Section 8.6 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 or 8.3 shall be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Section 8.1, and the provisions of such Section 8.1 will survive repayment of the Obligations, cancellation of any Note(s) and termination of this Agreement.

Section 8.7 Funding Losses. Each Borrower shall, upon demand by any Lender (which demand must be accompanied by a statement setting forth the basis for the amount being claimed, a copy of which must be furnished to Administrative Agent), indemnify that Lender against any net loss or expense (including amounts incurred to terminate, settle or re-establish hedging arrangements or related trading positions (irrespective of the currency thereof)) which that Lender sustains or incurs, as reasonably determined by that Lender, as a result of any failure of any Borrower to borrow any Loan on a date specified therefor in a notice of borrowing pursuant to this Agreement. For this purpose, all notices to Administrative Agent pursuant to this Agreement will be deemed to be irrevocable.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

~~To induce the Agents and the Lenders to enter into this Agreement and to induce the Lenders to make Loans under this Agreement, each~~Each Loan Party represents and warrants to the Agents and the Lenders, on behalf of itself and each of its Subsidiaries, that on the ~~Closing Date after giving effect to the consummation of the Loan Documents, on the~~ Amendment No. ~~1~~3 Effective Date, and on any other date required in any Loan Document:

Section 9.1 Organization; Good Standing, Etc.~~. Each Loan Party and Subsidiary thereof is validly existing and in good standing under the laws of its jurisdiction of its organization (or similar requirement in jurisdictions that do not use good standing designations), and each Loan Party and Subsidiary thereof is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, that qualification is required, except for any jurisdiction where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.~~

. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do

business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

Section 9.2 Authorization; No ConflictEtc..

(a) Each Loan Party is duly authorized to execute and deliver each Loan Document to which it is a party, each Borrower is duly authorized to borrow monies under this Agreement, and each Loan Party is duly authorized to perform its Obligations under each Loan Document to which it is a party.

(ba) The execution, delivery, and performance by each Loan Party of each Loan Document to which it is or will be a party, and the borrowings by each Borrower under this Agreement,(i) have been duly authorized by all necessary action, (ii) do not and will not (i) require any consent or approval of any governmental agency or authority (other than any consent or approval that has been obtained and is in full force and effect), (ii) conflict with (x) any provision of law, (y) the organizational documents or governing documents of any Loan Party, of (z) any agreement, indenture, instrument, or other document, or any judgment, order, or decree, that is binding upon any Loan Party or any of their respectivecontravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, or (iii) require, ordo not and will not result in, or require the creation or imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Collateral Agent created pursuant to the Collateral Documents or, in the case of the Mexican Collateral Agreements, the Lenders).(other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

Section 9.3 Validity and Binding NatureGovernment Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Amendment No. 4 Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Amendment No. 4 Effective Date.

Section 9.4 Enforceability of Loan Documents. Each of thisThis Agreement is, and each other Loan Document to which any Loan Party or Subsidiary thereof is a party is the is or will be a party, when delivered hereunder, will be, a legal, valid, and binding obligation of thatsuch Person, enforceable against thatsuch Person in accordance with its terms, subject toexcept as enforceability may be limited by applicable bankruptcy, insolvency, andreorganization, moratorium or other similar laws affecting the enforceabilityenforcement of creditors' rights generally and toby general principles of equity.

Section 9.5 Capitalization. On the Amendment No. 3 Effective Date, after giving effect to the transactions contemplated hereby to occur on such date, the authorized Equity Interests of Ultimate Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Ultimate Holdings and each of its Subsidiaries are as set forth on Schedule 9.5. All of the issued and outstanding shares of Equity Interests of Ultimate Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Ultimate Holdings are owned by Ultimate Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 9.5, there are no outstanding debt or equity securities of Ultimate Holdings or any of its Subsidiaries and no outstanding obligations of Ultimate Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Ultimate Holdings or any of its Subsidiaries, or other obligations of Ultimate Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Ultimate Holdings or any of its Subsidiaries.

Section 9.6 Litigation. Except as set forth in Schedule 9.6, there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

Section ~~9.4~~9.7 Financial ~~Condition~~Statements.

~~.~~(i) The ~~audited and unaudited~~ financial statements, copies of which have been delivered to ~~the Administrative Agent on or prior to the Closing Date pursuant to Section 12.1 and any annual or interim financial reports delivered to Administrative Agent following the Closing Date pursuant to Section 10.1.1 or 10.1.2, in each case (x) were prepared in accordance with GAAP (subject, in the case of such unaudited statements, to the absence of footnotes and to normal year-end adjustments) and (y) present fairly in all material respects~~each Agent and each Lender, fairly present the consolidated financial condition of ~~the applicable Loan Parties and their~~Ultimate Holdings and its Subsidiaries as at the respective dates ~~covered in the financial statements and the~~thereof and the consolidated results of ~~their~~ operations ~~for the periods then ended.~~of Ultimate Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Ultimate Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 31, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Ultimate Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Ultimate Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 10.1(a)(vi).

~~Section 9.5 No Material Adverse Effect~~

~~. Since December 31, 2020, there has been no Material Adverse Effect.~~

~~Section 9.6 Litigation and Contingent Liabilities. No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to each Loan Party's knowledge, threatened against any Loan Party or Subsidiary thereof which could reasonably be expected to have a Material Adverse Effect, except as set forth in Schedule 9.6. Other than any liability incident to such litigation or proceedings, no Loan Party or Subsidiary thereof has any material contingent liabilities which (a) are not listed on Schedule 9.6, or (b) do not constitute Permitted Debt.~~

~~Section 9.7 Ownership of Properties; Liens. Each Loan Party and Subsidiary thereof owns good title to (and, in the case of (a) real property owned in fee simple, marketable title to, or (b) in the case of leased real property, a valid leasehold interest in) all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges, and claims (including infringement claims with respect to any registered or issued patents, trademarks, service marks, and copyrights owned by that Loan Party and/or that Subsidiary), except for Permitted Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except filings evidencing Permitted Liens and filings for which termination statements have been delivered to Administrative Agent.~~

Section 9.8 ~~Equity Ownership; Subsidiaries~~Compliance with Law, Etc.~~. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are duly authorized and validly issued, fully paid and non-assessable. All issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are free and clear of all Liens, other than Permitted Liens, and all such Equity Interests were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Schedule 9.8 sets forth the authorized Equity Interests of each Loan Party and Subsidiary thereof as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1. Schedule 9.8 sets forth the Excluded Foreign Subsidiaries as of the date hereof. All of the issued and outstanding Equity Interests of each Loan Party and Subsidiary thereof are owned as set forth on Schedule 9.8 as of the date hereof and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1, and all of the issued and outstanding Equity Interests of each Subsidiary thereof is, directly or indirectly, owned by Ultimate Holdings, except for the Equity Interest of (a) Anzen Soluciones S.A. de C.V. of which 92% are directly or indirectly owned by Intermediate Holdings and (b) AgileThought Digital Solutions,~~

~~S.A.P.I. de C.V. of which 1% are directly or indirectly owned by Invertis S.A. de C.V. As of the date hereof and the date of each Compliance Certificate delivered in connection with financial statements provided pursuant to Section 10.1.1, except as set forth on Schedule 9.8, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights, or other similar agreements or understandings for the purchase or acquisition of any Equity Interests of any Loan Party or Subsidiary thereof.~~

. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

Section 9.9 ~~Pension Plans~~ERISA. Except as set forth on Schedule 9.9, (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

~~. No Loan Party or Subsidiary thereof sponsors or maintains, and no Loan Party or Subsidiary thereof (or other member of the Controlled Group) has any liability with respect to a Pension Plan or a Multiemployer Pension Plan. In the event any Loan Party or Subsidiary thereof (or other member of the Controlled Group) sponsors, maintains or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, then:~~

~~(a) The Unfunded Liability of all Pension Plans does not in the aggregate exceed twenty percent of the Total Plan Liability for all such Pension Plans. Each Pension Plan complies in all material respects with all applicable requirements of law and regulations. No~~

~~contribution failure under Section 430 of the Code, Section 303 of ERISA or the terms of any Pension Plan has occurred with respect to any Pension Plan, sufficient to give rise to a Lien under Section 303(k) of ERISA, or otherwise to have a Material Adverse Effect. There are no pending or, to the knowledge of each Loan Party and Subsidiary thereof, threatened, claims, actions, investigations or lawsuits against any Pension Plan, any fiduciary of any Pension Plan, or any Loan Party or Subsidiary thereof (or other member of the Controlled Group) with respect to a Pension Plan or a Multiemployer Pension Plan which could reasonably be expected to have a Material Adverse Effect. Neither any Loan Party nor any Subsidiary thereof (or other member of the Controlled Group) has engaged in any prohibited transaction (as defined in Section 4975 of the Code or Section 406 of ERISA) in connection with any Pension Plan or Multiemployer Pension Plan which would subject that Person to any material liability. Within the past five years, no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has engaged in a transaction which resulted in a Pension Plan with an Unfunded Liability being transferred out of the Controlled Group, which could reasonably be expected to have a Material Adverse Effect. No Termination Event has occurred or is reasonably expected to occur with respect to any Pension Plan, which could reasonably be expected to have a Material Adverse Effect.~~

~~(b) (i) All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by each Loan Party or Subsidiary thereof (or other member of the Controlled Group) under the terms of the plan or of any collective bargaining agreement or by applicable law, (ii) no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan; and no Loan Party nor any Subsidiary thereof (nor any other member of the Controlled Group) has received any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.~~

Section 9.10 ~~Investment Company Act~~Taxes, Etc.. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $275,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

Section 9.11 Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of

Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

Section 9.12 Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 9.12 hereto.

Section 9.13 Adverse Agreements, Etc.. No Loan Party or ~~Subsidiary thereof is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940.~~any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

Section ~~9.11 Compliance with Laws~~9.14 Permits, etc. Each Loan Party has, and ~~each Subsidiary thereof~~ is in compliance ~~in all respects with the requirements of all laws and all orders, writs, injunctions, and decrees applicable to it or to its properties, except where (a) that requirement of law or order, writ, injunction, or decree is being contested in good faith by appropriate proceedings diligently conducted, or (b)~~with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to ~~comply~~have or be in compliance therewith~~, either individually or in the aggregate,~~ could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

~~Section 9.12 Regulation U. No Loan Party or Subsidiary thereof is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.~~

~~Section 9.13 Taxes. Each Loan Party and Subsidiary thereof has timely filed all income and other material tax returns and reports required by law to have been filed by it and has paid all income and other material Taxes and governmental charges due and payable with respect to each such return, except any such Taxes or charges that (a) are not delinquent, (b) remain payable without penalty or interest, or (c) are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside on that Loan Party's or that Subsidiary's books. Each Loan Party and Subsidiary thereof has made adequate reserves on their books and records in accordance with GAAP for all Taxes that have accrued but which are not yet due and payable. No Loan Party or Subsidiary thereof has participated in any transaction that relates to a year of the taxpayer (which is still open under the applicable statute of limitations) which is a "reportable transaction" within the meaning of~~

Treasury Regulation Section 1.6011-4(b) (irrespective of the date when the transaction was entered into).

Section 9.14 Solvency, etc.

(a) On the Closing Date, and immediately prior to and after giving effect to the issuance of each borrowing of Loans under this Agreement and the use of the proceeds thereof, with respect to each Borrower, individually, and the Loan Parties and their Subsidiaries taken as a whole (a) the fair value of its or their assets is greater than the amount of its or their liabilities (including disputed, contingent and unliquidated liabilities) as that value is established and liabilities evaluated in accordance with GAAP, (b) the present fair saleable value of its or their assets is not less than the amount that will be required to pay the probable liability on its or their debts as they become absolute and matured, (c) it is, and they are, able to realize upon its or their assets and pay its or their debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, (d) it does not, and they do not, intend to, and it does not, and they do not, believe that it or they will, incur debts or liabilities beyond its or their ability to pay as those debts and liabilities mature, and (e) it is not, and they are not, engaged in or about to engage in business or a transaction for which its or their property would constitute unreasonably small capital.

(b) Each Mexican Loan Party is solvent pursuant to Mexican law, including, but not limited to, pursuant to Article 2166 of the Mexican Federal Civil Code (*Código Civil Federal*) and its correlative provisions of the Civil Codes of the States of Mexico and Articles 9, 10, or 11 of the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*), and it has not been declared in *concurso mercantil* or bankruptcy (*quiebra*) or other similar insolvency procedure.

Section 9.15 Environmental MattersProperties. The on-going operations of each Loan Party and Subsidiary thereof comply in all respects with all Environmental Laws, except for non-compliance that could not (if enforced in accordance with applicable law) reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. Each Loan Party and Subsidiary thereof has obtained, and maintained in good standing, all licenses, permits, authorizations, registrations, and other approvals required under any Environmental Law and required for their respective ordinary course operations, and for their reasonably anticipated future operations, and each Loan Party and Subsidiary thereof is in compliance with all terms and conditions thereof, except where the failure to do so could not reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries and could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party or Subsidiary thereof or, to any Loan Party's knowledge, any of their respective properties or operations is subject to, nor reasonably anticipates the issuance of (a) any written order from or agreement with any federal, state, or local Governmental Authority, or (b) any judicial or docketed administrative or other proceeding respecting any Environmental Law, Environmental Claim, or Hazardous Substance that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. There are no Hazardous Substances or other conditions or circumstances existing with respect to any property, arising from operations prior to the Closing Date, or relating to any waste disposal of any Loan Party or any Subsidiary thereof that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse

~~Effect. No Loan Party or Subsidiary thereof has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that at any time have released, leaked, disposed of or otherwise discharged Hazardous Substances that could reasonably be expected to result in material liability to any of the Loan Parties and their Subsidiaries.~~

. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

Section 9.16 ~~Insurance~~Employee and Labor Matters. ~~Set~~Except as set forth on Schedule 9.16 ~~is a complete and accurate summary of the property and casualty insurance policies of the~~, (i) each Loan ~~Parties~~Party and ~~their~~its Subsidiaries ~~as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 (including the names of all insurers, policy numbers, expiration dates, amounts and types of coverage, annual premiums, exclusions, deductibles, self-insured retention, and a description in reasonable detail of any self-insurance program, retrospective rating plan, fronting arrangement, or other risk-assumption arrangement involving any Loan Party or Subsidiary thereof). Each Loan Party and Subsidiary thereof and its properties are insured with what are reasonably believed by the Loan Parties to be financially sound and reputable insurance companies that are not Affiliates of the Loan Parties, in such amounts, with such deductibles, and covering such risks as are customarily carried by companies of similar size, engaged in similar businesses, and owning similar properties in localities where the Loan Parties and their Subsidiaries operate.~~is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

Section 9.17 ~~Real Property~~Environmental Matters. ~~Set~~Except as set forth on Schedule 9.17 ~~is a true and correct list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2, of the address of all real property owned or leased by any Loan Party or Subsidiary thereof, together with, in the case of leased property, the name and mailing address of the lessor of such property.~~hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

Section 9.18 ~~Information~~Insurance. ~~All information heretofore or contemporaneously with this Agreement furnished in writing by any Loan Party or Subsidiary thereof to any Agent or any Lender for purposes of or in connection with this Agreement and the transactions contemplated by this Agreement is, and all written information hereafter furnished by or on behalf of any Loan Party or Subsidiary thereof to any Agent or any Lender pursuant to or in connection with this Agreement will be, true and accurate in every material respect on the date as of which that information is dated or certified, and none of that information is or will be incomplete by omitting to state any material fact necessary to make that information not misleading in light of the circumstances under which made (it being recognized by the Agents and the Lenders that any projections and forecasts provided by Borrowers are based on good faith estimates and assumptions believed by Borrowers to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ materially from projected or forecasted results).~~

. Each Loan Party maintains all insurance required by Section 10.1(h). Schedule 9.18 sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Amendment No. 3 Effective Date.

Section 9.19 Bank Accounts[reserved]. Schedule 9.19 sets forth a complete and accurate list as of the Closing Date of all deposit, checking, and other bank accounts, all securities and other accounts maintained with any broker dealer or other securities intermediary, and all other similar accounts maintained by each Loan Party and Subsidiary thereof, together with a description thereof (including the bank, broker dealer, or securities intermediary at which each such account is maintained and the account number and the purpose thereof).

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Section 9.20 Burdensome ObligationsSolvency. No Loan Party or Subsidiary thereof is a party to any agreement or contract or subject to any restriction contained in its organizational documents or its governing documents that could reasonably be expected to have a Material Adverse Effect.

. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

Section 9.21 Intellectual Property. Except as set forth on Schedule 9.21, each Loan Party and Subsidiary thereof owns or licenses or otherwise has the right to use all licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual propertyIntellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for anysuch infringements and conflicts thatwhich, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 9.21 is a truecomplete and correctaccurate list as of the ClosingAmendment No. 3 Effective Date and the date of (i) each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of all such material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations, non-governmental licenses and permits, and other intellectual property rights of each Loan Party and Subsidiary thereof. No sloganitem of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part, or other material now employed, or now contemplated to be employed, by any Loan Party or Subsidiary thereof infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened, except for any infringements and conflicts that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To each Loan Party's and Subsidiary's knowledge. To the knowledge of each Loan Party, no patent, invention, device, application, principle, or any statute, law, rule, regulation, standard, or code pertaining to Intellectual Property is pending or

proposed~~, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect~~.

Section 9.22 Material Contracts. Set forth on Schedule 9.22~~(a)~~ is a ~~true~~complete and ~~correct~~accurate list as of the ~~Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1~~Amendment No. 3 Effective Date of all Material Contracts of each ~~of the~~ Loan ~~Parties and their Subsidiaries, (~~Party, showing the parties and subject matter thereof and amendments and modifications thereto~~) of the Material Contracts of each Loan Party and Subsidiary thereof~~. Each such Material Contract (~~a~~i) is in full force and effect and is binding upon and enforceable against each Loan Party ~~or Subsidiary thereof~~ that is a party thereto and~~, to each Loan Party's and Subsidiary's knowledge,~~ all other parties thereto in accordance with its terms, (~~b~~ii) has not been otherwise amended or modified, and (~~c~~iii) is not in default due to the action of any Loan Party or~~ Subsidiary thereof or~~, to the knowledge of any Loan Party~~ or Subsidiary thereof~~, any other party thereto.~~ Set forth on Schedule 9.22(b) is a true and correct list as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.1 of all earn-out payment and similar obligations of the Loan Parties or Subsidiaries as in effect on such date (showing the parties and subject matter thereof and amendments and modifications thereto).~~

Section 9.23 ~~Labor Matters~~Investment Company Act~~. There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party or Subsidiary thereof, threatened against any Loan Party or Subsidiary thereof before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or Subsidiary thereof that arises out of or under any collective bargaining agreement, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against any Loan Party or Subsidiary thereof or (c) to the knowledge of each Loan Party and Subsidiary thereof, no union representation question existing with respect to the employees of any Loan Party or Subsidiary thereof and no union organizing activity taking place with respect to any of the employees of any Loan Party or Subsidiary thereof. No Loan Party or Subsidiary thereof or ERISA Affiliate thereof has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law that remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and Subsidiary thereof have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent any such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Loan Party or Subsidiary thereof on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of that Loan Party or that Subsidiary, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.~~

. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement

of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

Section 9.24 ~~No Bankruptcy Filing~~Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

~~. No Loan Party or Subsidiary thereof is contemplating either an Insolvency Proceeding or the liquidation of all or a major portion of that Loan Party's or that Subsidiary's assets or property, and no Loan Party or Subsidiary thereof has any knowledge of any Person contemplating an Insolvency Proceeding against any Loan Party or Subsidiary thereof.~~

~~Section 9.25 Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; FEIN. Schedule 9.25 sets forth a complete and accurate list of (a) the exact legal name of each Loan Party and Subsidiary thereof, (b) the jurisdiction of organization of each Loan Party and Subsidiary thereof, (c) the organizational identification number of Loan Party and Subsidiary thereof (or indicates that that Loan Party or Subsidiary has no organizational identification number), (d) each place of business of each Loan Party and Subsidiary thereof; (e) the chief executive office of each Loan Party and Subsidiary thereof, and (f) the federal employer identification number (or equivalent identifying designation) of Loan Party and Subsidiary thereof.~~

~~Section 9.26 Locations of Collateral. There is no location at which any Loan Party has any tangible Collateral (except for inventory in transit in the ordinary course of business) other than those locations listed on Schedule 9.26. Schedule 9.26 contains a true, correct, and complete list, as of the Closing Date and the date of each Compliance Certificate (as such Schedule may be supplemented thereby) delivered in connection with financial statements provided pursuant to Section 10.1.2 of the names and addresses of each warehouse at which Collateral of each Loan Party is stored. None of the receipts received by any Loan Party or Subsidiary thereof from any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and that named Person's assigns.~~

~~Section 9.27 Security Interests. The Guaranty and Collateral Agreement create in favor of Collateral Agent for the benefit of Agents and the Lenders a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon the filing of the UCC-1 financing statements described in Section 12, Collateral Agent or the Lenders, as applicable, taking possession of any certificates or instruments representing or evidencing Collateral to the extent required by the UCC, the execution and delivery of Control Agreements with respect to Deposit Accounts and the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, the security interests in and Liens~~

on the Collateral granted under the Guaranty and Collateral Agreement will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than (a) the filing of continuation statements in accordance with applicable law, (b) the recording of the collateral assignments referred to in the Guaranty and Collateral Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights, and (c) the recordation of appropriate evidence of the security interest in the appropriate foreign registry with respect to all foreign intellectual property.

Upon the execution of the Mexican Collateral Amendment and Reaffirmation Agreements, the Mexican Collateral Agreement will create in favor of the Lenders, a legal, valid, and enforceable security interest in the Collateral, in each case, subject to what is provided below. Upon (i) proper registration of the relevant Mexican Collateral Amendment and Reaffirmation Agreements before the Sole Registry of Liens over Movable Assets (*Registro Único de Garantías Mobiliarias*) and proper registration of the Mexican Security Trust Amendment and Reaffirmation Agreement before the Mexican Industrial Property Institute (*Instituto Mexicano de la Propiedad Industrial*), in terms of each Mexican Collateral Amendment and Reaffirmation Agreement, respectively, (ii) the delivery of the relevant share certificates, as applicable, issued by a Mexican Subsidiary that is a party to or executes the Mexican Collateral Amendment and Reaffirmation Agreements with respect to any Equity Interests issued by such Mexican Subsidiaries that are part of the Collateral, together with their corresponding endorsement, if applicable, and (iii) the execution of the relevant entry in the corporate books of each Mexican Subsidiary, made in terms of applicable law requirements, the security interests in and Liens on the Collateral granted under the Mexican Collateral Agreements, respectively will be perfected, first-priority (subject to the Reference Subordination Agreement) security interests, and no further recordings or filings are or will be required in connection with the creation, perfection, or enforcement of those security interests and Liens, other than any filings in connection with the Mexican Security Trust in accordance with its terms.

Section 9.28 No Default. No Default or Event of Default exists or would result from the incurrence by any Loan Party or Subsidiary thereof of any Debt hereunder or under any other Loan Document.

Section 9.29 Hedging Obligations. No Loan Party or Subsidiary thereof is a party to, nor will it be a party to, any Hedging Agreement or incur any Hedging Obligations, other than Hedging Obligations permitted under Section 11.1(k).

Section 9.30 OFAC. Each Loan Party and each Subsidiary and Affiliate thereof is and will remain in compliance in all material respects with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Loan Party or Subsidiary or Affiliate thereof is (a) a Person

designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with that Person; or (c) controlled by (including, without limitation, by virtue of that Person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any Person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law.

Section 9.31 Patriot Act. Each Loan Party, each of its Subsidiaries and each of their Affiliates are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (b) the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "Patriot Act"), and (c) other federal or state laws relating to "*know your customer*" and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 9.32 Anti-Terrorism Laws.

(a) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) is in violation in any material respects of any United States Requirements of Law relating to terrorism, sanctions or money laundering (the "Anti-Terrorism Laws"), including the United States Executive Order No. 13224 on Terrorist Financing (the "Anti-Terrorism Order") and the Patriot Act.

(b) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (ii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (iii) commits, threatens or conspires to commit or supports "terrorism" as defined in the Anti-Terrorism Order or (iv) is named as a "specially designated national and blocked person" in the most current list published by OFAC.

(c) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary or Affiliate thereof) (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in clauses (b)(i) through (b)(iv) above, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the Anti-Terrorism Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section ~~9.33~~9.25 [Reserved].

Section 9.26 Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA PATRIOT Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA PATRIOT Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

Section 9.27 Anti-Bribery and Corruption1.0.0.1 .

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Anti-Corruption Laws.

Section ~~9.34 Holdings Representations~~9.28 Full Disclosure~~. None of the Holding Companies have (a) entered into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Senior Credit Facility Documents to which it is a party, the Loan Documents to which it is a party, the definitive documentation evidencing the Permitted Investor Debt to which it is a party, and its governing documents (collectively, the "Holdings Documents"), (b) engaged in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than the making of Investments in a Borrower existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, and (iv) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidated or merged with or into any other Person.~~

~~Section 9.35 Subordinated Debt. The subordination provisions of the documents evidencing or relating to Subordinated Debt and each Subordination Agreement are enforceable against the holders of the Subordinated Debt and the other third parties to such Subordination Agreements by Administrative Agent and the Lenders. Subject to the Reference Subordination Agreement, all Obligations constitute senior Debt entitled to the benefits of the subordination provisions contained in the documents evidencing or relating to Subordinated Debt and each Subordination Agreement. No Loan Party or Subsidiary thereof has any Subordinated Debt other than its obligations hereunder and under the Master Intercompany Note. Each Loan Party and Subsidiary thereof acknowledges that Administrative Agent and each Lender are entering into this Agreement and are extending the Commitments and making the Loans in reliance upon the subordination provisions of the documents evidencing or relating to Subordinated Debt, each Subordination Agreement and this Section 9.35.~~

~~Section 9.36 Legal Form~~1.1.1.2 .

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Ultimate Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

~~(a) Each of the Loan Documents to which any Loan Party is a party is (or upon its coming into effect will be) in proper legal form under the governing law of the jurisdiction of such Loan Party for the enforcement thereof against such Loan Party under such laws.~~

~~(b) Each Tranche A-1 Note, when duly completed in the form of Exhibit D and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable*, in the terms provided in Exhibit D) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.~~

~~(c) Each Tranche A-2 Note, when duly completed in the form of Exhibit H and executed by the duly authorized attorneys-in-fact of the Mexican Loan Parties party thereto, for value received, shall qualify as a non-negotiable credit instrument (*título de crédito no negociable*, in the terms provided in Exhibit H) under Mexican law and should entitle the legal holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) pursuant to Mexican applicable law against each Mexican Loan Party party thereto before the Mexican competent courts.~~

~~Section 9.37 Exchange Controls. Under current laws and regulations of Mexico and each political subdivision thereof, all interest, principal, premium, if any, and other payments due or to be made on any Loans or otherwise pursuant to the Loan Documents, may be freely transferred out of Mexico and may be paid in, or freely converted into, Dollars.~~

~~Section 9.38 Governing Law and Enforcement. In any proceedings in Mexico to enforce this Agreement or any other Loan Document expressed to be governed by New York law, the choice of New York law as the governing law under this Agreement and under such other Loan Document should be recognized by the competent courts of Mexico. The irrevocable and express submission of Loan Parties to the exclusive jurisdiction of any the State of New York and of the United States District Court of the Southern District of New York pursuant to paragraph (a) of Section 15.19, and the appointment by each Mexican Loan Party of the Process Agent pursuant to paragraph (a) of Section 15.19 is legal, valid, binding and enforceable in accordance with its terms. A final judgment rendered by the courts of the State of New York or~~

of the United States District Court of the Southern District of New York, United States of America, pursuant to a legal action instituted against any of the Mexican Loan Parties before any such court in connection with the obligations of the relevant the Mexican Loan Parties hereunder, would be enforceable against such Mexican Loan Parties in Mexico by the competent courts of Mexico, pursuant to Article 1347-A of the Mexican Commerce Code (*Código de Comercio*), which provides, inter alia, that any judgment rendered outside Mexico may be enforced by Mexican courts, provided that:

(a) such judgment is obtained in compliance with the legal requirements of the jurisdiction of the court rendering such judgment and in compliance with all legal requirements of this Agreement;

(b) such judgment is strictly for the payment of a certain sum of money, based on an in personam (as opposed to an in rem) action;

(c) the judge or court rendering the judgment was competent to hear and issue a judgment on the subject matter of the case in accordance with accepted principles of international law that are compatible with Mexican law;

(d) service of process is made personally on the defendant or on its duly appointed process agent;

(e) such judgment does not contravene Mexican law, Mexican public policy, international treaties or agreements binding upon Mexico or generally accepted principles of international law;

(f) the formalities set forth in treaties to which Mexico is a party and the applicable procedural requirements under the laws of Mexico with respect to the enforcement of foreign judgments (including the issuance of a letter rogatory by the competent authority of such jurisdiction requesting enforcement of such judgment and the certification of such judgment as authentic by the corresponding authorities of such jurisdiction in accordance with the laws thereof) are complied with;

(g) the action in respect of which such judgment is rendered is not the subject matter of a lawsuit among the same parties, pending before a Mexican court;

(h) such judgment is final in the jurisdiction where obtained;

(i) the courts of such jurisdiction recognize the principles of reciprocity in connection with the enforcement of Mexican judgments in such jurisdiction; and

(j) in the event that any legal proceedings are brought to the courts of Mexico, a Spanish translation of the documents (other than the Mexican Collateral Agreements that are executed in the Spanish language) required in such proceedings prepared by a court-approved translator would have to be approved by the court after the defendant had been given

an opportunity to be heard with respect to the accuracy of the translation, and proceedings would thereafter be based upon the translated documents.

Section 9.39 [Reserved].

Section 9.40 Permitted Existing Earn-out Obligations. The Entrepids and Extend Solutions Earn-out Obligations constitute Permitted Existing Earn-out Obligations.

Section 9.41 PPP Loans. Each PPP Borrower is eligible under the CARES Act to incur the applicable PPP Loans. All applications, documents and other information submitted to any Governmental Authority with respect to the PPP Loans shall be true and correct in all respects. None of Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates is deemed an "affiliate" of any Loan Party or any of its Subsidiaries for any purpose related to the PPP Loans, including the eligibility criteria with respect thereto. Each Loan Party acknowledges and agrees that (a) it has consulted its own legal and financial advisors with respect to all matters related to the PPP Loans (including eligibility criteria) and the CARES Act, (b) it is responsible for making its own independent judgment with respect to the PPP Loans and the process leading thereto, and (c) it has not relied on Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates with respect to any of such matters.

ARTICLE X

AFFIRMATIVE AND NEGATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall, and shall cause each Subsidiary thereof to:

Section 10.1 Reports, Certificates and Other InformationAffirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish or cause Borrower Representative to furnish to Administrativeto each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Ultimate Holdings and its Subsidiaries, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Ultimate Holdings as fairly presenting, in all material respects, the financial position of Ultimate Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Ultimate Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Ultimate Holdings, for the business of Ultimate Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Ultimate Holdings and its Subsidiaries commencing with the first full fiscal quarter of Ultimate Holdings and its Subsidiaries ending after May 27, 2022, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Ultimate Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Ultimate Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Ultimate Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Ultimate Holdings, for the business of Ultimate Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent at the request of the Required Lenders;

10.1.1 Annual Report. Promptly when available and in any event within 120 days after the close of each Fiscal Year (a) a copy of the annual audit report of the Consolidated Group for such Fiscal Year, including consolidated balance sheets and statements of earnings and cash flows of the Consolidated Group as at the end of such Fiscal Year certified without adverse reference to going concern value and without qualification by independent auditors of recognized standing selected by Borrowers and reasonably acceptable to Administrative Agent, and (b) a balance sheet of the Consolidated Group as of the end of that Fiscal Year and statement of earnings and cash flows for the Consolidated Group for that Fiscal Year, certified by a Senior Officer of Borrower Representative.

10.1.2 Interim Reports. Promptly when available and in any event within 30 days after the end of each month, the consolidated balance sheets of the Consolidated Group as of the end of such month, together with (a) consolidated statements of earnings and a consolidated statement of cash flows for that month and for the period beginning with the first day of that Fiscal Year and ending on the last day of that month, (b) a comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for that period of the current Fiscal Year, (c) a management discussion and analysis, in the cases of clauses (a) through (c) all certified by a Senior Officer of Borrower Representative, and (d) a calculation, in form and substance reasonably satisfactory to the Administrative Agent, of the number of people employed on a full-time basis by the members of the Consolidated Group as of the end of such month.

10.1.3 Compliance Certificates. Contemporaneously with the furnishing of a copy of each annual audit report pursuant to Section 10.1.1 and each set of quarterly statements pursuant to Section 10.1.2, a duly completed compliance certificate in the form of Exhibit A, with appropriate insertions, dated the date of such annual report or such quarterly statements and signed by a Senior Officer of the Borrower Representative, containing (a) a computation of each of the financial ratios and restrictions set forth in Section 11.12, (b) a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it and a certification to the effect that that Senior Officer has not become aware of any Default or Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, and (c) a written statement of the management of the Consolidated Group setting forth a discussion of the financial condition, changes in financial condition, and results of operations of the Consolidated Group.

10.1.4 Reports to the SEC and to Shareholders. Promptly upon the filing or sending thereof, copies of all regular, periodic, or special reports of any Loan Party or Subsidiary thereof filed with the SEC; copies of all registration statements of any Loan Party or Subsidiary thereof filed with the SEC (other than on Form S-8); and copies of all proxy statements or other communications made to security holders of any Loan Party or Subsidiary thereof generally; in each case other than such documents filed with the SEC's Electronic Data Gathering, Analysis and Retrieval system.

10.1.5 Notice of Default, Litigation and ERISA Matters. Promptly upon becoming aware of any of the following, written notice describing the same and the steps being taken by each Loan Party or the Subsidiary affected thereby with respect thereto:

(~~a~~iii) the ~~occurrence of a Default or an Event of Default;~~following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Ultimate Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Ultimate Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Ultimate Holdings and satisfactory to the Required Lenders (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Ultimate Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 10.3), and

~~(b) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or Subsidiary thereof or their respective property (i) in which the amount of damages claimed is U.S.$500,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such litigations or proceedings, (ii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any other Loan Document, or (iii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;~~

~~(c) (i) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, (ii) the failure of any member of the Controlled Group to make a required contribution to any Pension Plan (if that failure is sufficient to give rise to a Lien under Section 303(k) of ERISA) or to any Multiemployer Pension Plan; (iii) the taking of any action with respect to a Pension Plan that could result in the requirement that any Loan Party or Subsidiary thereof furnish a bond or other security to the PBGC or that Pension Plan, (iv) the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan that could result in the incurrence by any member of the Controlled Group of any material liability, fine, or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), (v) any material increase in the contingent liability of any Borrower with respect to any post-retirement welfare benefit plan or other employee benefit plan of any Loan Party or Subsidiary thereof; or (vi) any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent;~~

~~(d) any cancellation or material change in any insurance maintained (or required to be maintained) by any Loan Party or Subsidiary thereof;~~

~~(e) any violation of, or non-compliance with, any material requirement of law by any Loan Party or Subsidiary thereof; or~~

~~(f) any other event (including (i) any violation of any Environmental Law or the assertion of any Environmental Claim or (ii) the enactment or effectiveness of any law, rule or regulation) which would reasonably be expected to have a Material Adverse Effect.~~

~~Real Estate. Promptly upon any Loan Party or Subsidiary thereof acquiring or leasing any real property after the Closing Date, an updated version of Schedule 9.17 showing information as of the date of delivery.~~ (B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 10.1(a), a Compliance Certificate:

(A) stating that an Authorized Officer of Intermediate Holdings has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Ultimate Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Ultimate Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Ultimate Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 10.1(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 10.3, (2) a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Required Lenders, showing compliance with Section 10.3(c) and (3) including a discussion and analysis of the financial condition and results of operations of Ultimate Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by (X) clause (iii) of this Section 10.1(a), attaching an updated Perfection Certificates delivered on May 27, 2022, or the date of the most recently updated Perfection Certificate (if applicable), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 10.1(h) and the other Loan Documents (or stating that there has been no change in the information most recently provided pursuant to this clause (C)), together with such other related documents and information as the Required Lenders may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Ultimate Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after May 27, 2022, reports in form and detail satisfactory to the Lenders and certified by an Authorized Officer of Intermediate Holdings as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent at the request of the Required Lenders may request, (B) listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request at the request of the Required Lenders, and (C) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request at the request of the Required Lenders, all in detail and in form satisfactory to the Required Lenders;

(vi) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year, a certificate of an Authorized Officer of Ultimate Holdings (A) attaching Projections for Ultimate Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Ultimate Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Article IX are true and correct with respect to the Projections;

(vii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(viii) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of Intermediate Holding setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(ix) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(x) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is US$600,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(xi) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xiii) as soon as possible and in any event within five (5) days after the delivery thereof to Ultimate Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); *provided* that all such reports and other information is subject to Section 15.9;

(xiv) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

~~10.1.7 Management Reports. Promptly~~(xv) promptly upon receipt thereof, copies of all ~~detailed~~ financial ~~and management~~ reports (including, without limitation, management letters), if any, submitted to ~~each~~any Loan Party ~~or Subsidiary thereof by~~

~~independent~~by its auditors in connection with ~~each~~any annual or interim audit ~~made by such auditors~~ of the books ~~of such Loan Party or Subsidiary.~~thereof;

(xvi) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming Intermediate Holdings' compliance with Section 10.2(r);

(xvii) [reserved];

(xviii) simultaneously with the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 10.1(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the financial statements that is permitted by Section 10.2(q), the consolidated financial statements of Ultimate Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 10.1(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Lenders;

(xix) (A) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Ultimate Holdings and its Subsidiaries, (1) a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (2) a 13-week cash flow forecast of Ultimate Holdings and its Subsidiaries in form and substance satisfactory to the Lenders (the "13-Week Cash Flow") and (B) if the Liquidity of Ultimate Holdings and its Subsidiaries is less than $8,400,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Ultimate Holdings and its Subsidiaries for each day in the prior week is greater than $8,400,000, (1) a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of the last day of the preceding week in form and substance satisfactory to the Agents and (2) a 13-Week Cash Flow; and

(xx) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Lender may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on May 27, 2022 (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Guaranty and Collateral Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms

of the Guaranty and Collateral Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent at the request of the Required Lenders may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent at the request of the Required Lenders with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent at the Request of the Required Lenders in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Guaranty and Collateral Agreement or a Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Guaranty and Collateral Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Guaranty and Collateral Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

~~10.1.8 Projections. [Reserved].~~

~~10.1.9 Subordinated Debt And Related Transaction Notices. Promptly following receipt, copies of any material notices (including notices of default or acceleration) received (a) from any holder or trustee of, under or with respect to any Subordinated Debt, or (b) any Material Contract.~~

~~10.1.10 New Subsidiaries. Within fifteen (15) Business Days following the occurrence thereof, notice of the formation or acquisition of any Subsidiary, including, without limitation, any Foreign Subsidiary (whether or not constituting an Excluded Foreign Subsidiary).~~

~~10.1.11 Other Information. Promptly from time to time, such other information (including, without limitation, business or financial data, reports, appraisals and projections) concerning any of the Loan Parties and their Subsidiaries or their respective properties or businesses as any Lender or Administrative Agent may reasonably request.~~

~~Section 10.2 Books, Records and Inspections; Electronic Reporting System; Field Examinations and Appraisals. (a) Keep, and cause each other Loan Party and Subsidiary thereof to keep, its books and records in accordance with sound business practices sufficient to allow the preparation of financial statements in accordance with GAAP, (b) permit, and cause each and Loan Party and Subsidiary thereof to permit, any Lender or Administrative Agent or any representative, agent, or advisor thereof to inspect the properties and operations of the Loan Parties and their Subsidiaries, (c) permit, and cause each Loan Party and Subsidiary thereof to~~

permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or Administrative Agent or any representative, agent, or advisor thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and each Loan Party and Subsidiary thereof hereby authorizes all such independent auditors to discuss those financial matters with any Lender or Administrative Agent or any representative, agent, or advisor thereof) and to examine (and photocopy extracts from) any of its books or other records, and (d) permit, and cause each Loan Party and Subsidiary thereof to permit, Administrative Agent and its representatives, agents, and advisors to inspect the inventory and other tangible assets of the Loan Parties and their Subsidiaries, to perform appraisals of the equipment of the Loan Parties and their Subsidiaries, and to inspect, audit, conduct physical counts and perform valuations thereof, and to audit, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to inventory, accounts, and any other Collateral (each such visit, discussion, examination, inspection, valuation, appraisal and audit referred to in clauses (b) through (d), collectively, an "Examination"). All such Examinations by Administrative Agent and its representatives, agents, and advisors will be at Borrowers' expense, except that so long as no Default or Event of Default has occurred and is continuing, Borrowers will not be required to reimburse Administrative Agent for more than one such Examination each Fiscal Year.

Section 10.3 Maintenance of Property; Insurance.

(a) Keep, and cause each Loan Party and Subsidiary thereof to keep, all property used and necessary in the business of the Loan Parties and their Subsidiaries in good working order and condition, ordinary wear and tear excepted.

(b) Maintain, and cause each Loan Party and Subsidiary thereof to maintain, with responsible insurance companies, all insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it, general liability insurance (and, subject to Section 10.13, business interruption insurance) in such amounts and duration, and with such deductibles, as are customary for companies of similar size and in similarly industries as the Loan Parties and consistent with past practices of the Loan Parties and their Subsidiaries, and all other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated, but which must insure against all risks and liabilities of the type identified on Schedule 9.16; and, upon request of Administrative Agent or any Lender, furnish to Administrative Agent or that Lender original or electronic copies of policies evidencing that insurance and a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Loan Parties and their Subsidiaries. Subject to the Reference Subordination Agreement, Borrowers shall cause each issuer of an insurance policy in respect of any Loan Party to provide Administrative Agent with an endorsement (i) showing Administrative Agent as lender's loss payee with respect to each policy of property or casualty insurance and naming Administrative Agent as an additional insured with respect to each policy of liability insurance, (ii) providing that 30 days' notice will be given to Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to that policy, and (iii) reasonably acceptable in all other respects to

~~Administrative Agent. Subject to the Reference Subordination Agreement, each Loan Party and Subsidiary thereof shall, subject to Section 10.13, execute and deliver to Administrative Agent a collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy maintained by that Loan Party.~~

~~Section 10.4~~(c) Compliance with Laws; Payment of Taxes ~~and Liabilities~~.

(~~a~~i) Comply, and cause each of ~~the Loan Parties and their~~its Subsidiaries to comply, ~~in all respects~~ with all ~~applicable~~ Requirements of Law ~~and Permits of any Governmental Authority having jurisdiction over it, its business, or its properties, except where failure to comply would not reasonably be expected to have a Material Adverse Effect.~~, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

~~(b) Without limiting Section 10.4(a), ensure, and cause each of the Loan Parties and their Subsidiaries to ensure, that no Person who owns a controlling interest in or otherwise controls any of the Loan Parties and their Subsidiaries is (i) listed on the SDN List maintained by OFAC and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order, or regulation; or (ii) a Person designated under Section 1(b), (c), or (d) of the Anti-Terrorism Order, any related enabling legislation, or any other similar Executive Orders.~~

~~(c) Without limiting Section 10.4(a), comply, and cause each of the Loan Parties and their Subsidiaries to comply, with all applicable Bank Secrecy Act and anti-money laundering laws and regulations.~~

(~~d~~ii) Pay, and cause each of ~~the Loan Parties and their~~its Subsidiaries to pay, ~~prior to~~in full before delinquency~~, all material taxes and other governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, could become a Lien on any of its property, but none of the Loan Parties and their Subsidiaries will be required under this Section 10.4(d) to pay any such tax or charge so long as that Loan Party or that Subsidiary is contesting the validity thereof~~ or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of US$300,000, and (ii) Taxes contested in good faith by ~~appropriate~~proper proceedings ~~and has set aside on its books~~which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves ~~with respect thereto~~have been set aside for the payment thereof in accordance with GAAP~~, and, in the case of a claim that could become a Lien on any Collateral, those contest proceedings stay the foreclosure of that Lien or the sale of any portion of the Collateral to satisfy that claim~~.

~~(e) Within thirty (30) days of any owner of Intermediate Holdings filing a final U.S. federal income tax return for a taxable year (to the extent required to do so), certify as to the Permitted Tax Distributions made by Intermediate Holdings to such owner during such taxable year.~~

Section 10.5 Maintenance of Existence, etc(d) Preservation of Existence, Etc. Maintain and preserve, and (subject to Section 11.4) cause each other Loan Partyof its Subsidiaries to maintain and preserve, (a) its existence and, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in the jurisdiction of its organization and (b) its qualification to do business and good standing in each jurisdiction where the naturein which the character of the properties owned or leased by it or in which the transaction of its business makes thatsuch qualification necessary (other than any such jurisdictions in which, except to the extent that the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect).

Section 10.6 Use of Proceeds. Use the proceeds of the Loans to (a) prepay loans outstanding under the Senior Credit Facility in an aggregate principal amount not less than U.S.$20,000,000 and (b) any remaining proceeds of the Loans after applying the proceeds of the Loans pursuant to clause (a) above, for other general corporate purposes of the Loan Parties. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing or carrying" any Margin Stock. Not use or permit any proceeds of any Loan to be used, either directly or indirectly, or lend, contribute or otherwise make available such Loan or the proceeds of any Loan to any Person to fund any activities of or business with any Person, or in a Designated Jurisdiction that, at the time of such funding, is the subject of Sanctions, or in any manner that will result in a violation by any Person (including any Person participating in the transaction, whether as Lender, Agent or otherwise) of Sanctions.

Section 10.7 Employee Benefit Plans.

(a) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan, maintain, and cause each other member of the Controlled Group to maintain, each Pension Plan in substantial compliance with all applicable requirements of law and regulations.

(b) In the event any Loan Party or a member of its Controlled Group has any liability with respect to a Multiemployer Pension Plan, make, and cause each other member of the Controlled Group to make, on a timely basis, all required contributions to any Multiemployer Pension Plan.

(c) In the event any Loan Party or a member of its Controlled Group sponsors, maintains, or has any liability with respect to a Pension Plan or a Multiemployer Pension Plan, not, and not permit any other member of the Controlled Group to (i) seek a waiver of the minimum funding standards of ERISA, (ii) terminate or withdraw from any Pension Plan or Multiemployer Pension Plan or (iii) take any other action with respect to any Pension Plan that would reasonably likely be expected to entitle the PBGC to terminate, impose liability in respect of, or cause a trustee to be appointed to administer, any Pension Plan, unless the actions or events described in clauses (i), (ii) and (iii) individually or in the aggregate would not have a Material Adverse Effect.

Section 10.8 Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances occurs or has occurred on any real property or any other assets of any Loan Party or Subsidiary thereof, cause (and cause each other Loan Party and Subsidiary to cause) the prompt containment and removal of those Hazardous Substances and the remediation of that real property or other assets as necessary to comply with all applicable Environmental Laws and to preserve in all material respects the value of that real property or other assets. Without limiting the generality of the foregoing, comply (and cause each other Loan Party and Subsidiary thereof to comply) with any applicable federal or state judicial or administrative order requiring the performance at any real property of any of the Loan Parties or their Subsidiaries of activities in response to the release or threatened release of a Hazardous Substance. To the extent that the transportation of Hazardous Substances is permitted by this Agreement, dispose (and cause each other Loan Party and Subsidiary thereof to dispose) of all Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating in compliance with Environmental Laws.

Section 10.9 Further Assurances. Take, and cause each of its Subsidiaries (other than Excluded Foreign Subsidiaries) to take, all actions as are necessary or as Administrative Agent or the Required Lenders reasonably request from time to time to ensure that the Obligations of each Loan Party and its Subsidiaries under the Loan Documents are, subject to the Reference Subordination Agreement, (a) secured by a first priority perfected Lien in favor of, with respect to assets located in the United States, Collateral Agent for the benefit of Agents and the Lenders or, with respect to assets located in the Mexico, the Lenders, (subject only to Permitted Liens) on substantially all of the assets of each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date (and, in the case of all Loan Parties and their Subsidiaries organized under the laws of, or with assets located in, Mexico, subject to the relevant Mexican Collateral Agreements); and (b) guaranteed by each Loan Party and Subsidiary thereof (other than Excluded Foreign Subsidiaries), including any Subsidiary acquired or created after the Closing Date, in each case as the Required Lenders may determine in their discretion, including (i) the execution of a joinder in the form of Exhibit B, (ii) the execution and delivery of guaranties, security agreements, pledge agreements, Mortgages, deeds of trust, financing statements, opinions of counsel and other documents (including, without limitation, any documents in connection with depositing any assets of each Loan Party and Subsidiary (other than Excluded Foreign Subsidiaries) with assets located in Mexico (including all accounts receivable), into the Mexican Security Trust or the Mexican Administration Trust, in accordance with their respective terms), in each case in form and substance satisfactory to the Required Lenders in their discretion, and the filing or recording of any of the foregoing; provided that with respect to all account receivables of account debtors of the Mexican Subsidiaries that were not account debtors on the Closing Date, the Loan Parties and their Subsidiaries shall take best efforts to make such account receivables subject to the Mexican Administration Trust, (iii) the delivery of certificated securities and other Collateral with respect to which perfection is obtained by possession, and (iv) with respect to any fee owned real property acquired by any Borrower or any Subsidiary (other than Excluded Foreign Subsidiaries) after the Closing Date having a fair market value in excess of $1,000,000, the delivery (to the extent requested by the Required Lenders) within 30 days after the date that real property was acquired (or such longer period the Required Lenders may provide in their sole

discretion) of a duly executed Mortgage with respect to that real property providing for a fully perfected Lien, in favor of Collateral Agent or the Lenders, in all right, title and interest of the applicable Loan Party in that real property, together with all Mortgage-Related Documents and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to Collateral Agent or the Lenders, as applicable, in their discretion after the Closing Date, the delivery within 30 days after the date such real property was acquired (or such longer period as the Required Lenders may provide in their discretion) of a Mortgage, the Mortgage-Related Documents, and a legal opinion of special counsel for the applicable Loan Party for the state or jurisdiction in which that real property is located in form and substance acceptable to the Required Lenders in their discretion.

Section 10.10 Deposit Accounts. Subject to the Reference Subordination Agreement, on and after the 60th day after the Closing Date, unless Administrative Agent otherwise consents in writing, the Borrowers will use best efforts to maintain, and cause each other Loan Party to maintain, all of their deposit accounts and securities accounts located in the United States, other than Excluded Deposit Accounts, with an institution that has entered into one or more Control Agreements with Collateral Agent and the applicable Loan Party granting "control" (as defined in the UCC) of each applicable account to Collateral Agent.

Section 10.11 Excluded Foreign Subsidiaries. Not create, form, or acquire, or hold any Equity Interests of any Excluded Foreign Subsidiary other than the Excluded Foreign Subsidiaries in existence on the Closing Date or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).

Section 10.12 Repatriation. Within five (5) Business Days following the last day of each Fiscal Quarter (a) cause all Foreign Subsidiaries to repatriate cash to a Deposit Account located in the United States and in the name of any Domestic Borrower over which the Administrative Agent, subject to the Reference Subordination Agreement, has a first priority perfected Lien by virtue of "control" (as defined in the UCC) of such Deposit Account in the amount equal to the sum of (i) the aggregate amount of cash on the consolidated balance sheet for all of the Foreign Subsidiaries on such day minus (ii) U.S.$3,000,000; and (b) provide (i) evidence of the amount of such repatriation to such Deposit Account and (y) Borrower Representative's calculation of the amount of such repatriation for the applicable Fiscal Quarter, together with supporting documentation, to Administrative Agent, all in form and substance acceptable to the Required Lenders.

Section 10.13 Post-Closing Matters. Execute and deliver the documents and comply with the requirements set forth on Schedule 10.13, in each case within the time limits specified on such schedule.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

Section 10.14 PPP Loans.

(a) (i) Maintain all records required to be submitted in connection with the forgiveness of any PPP Loans and (ii) timely (and, in any event, not later than thirty (30) days (or such longer period as may be agreed by Administrative Agent at the written direction of the Required Lenders) after the seven-week anniversary of the initial incurrence thereof) submit all applications and required documentation necessary or desirable for the lender of the PPP Loans and/or the SBA to make a determination regarding the amount of the PPP Loans that is eligible to be forgiven; provided that, notwithstanding any term in any Loan Document to the contrary, no such submission for forgiveness of the PPP Loans shall be required if the Borrowers reasonably determine that such submission would not be in the best interest of the Loan Parties.

(b) Provide to Administrative Agent and the Lenders copies of any amendments, modifications, waivers, supplements or consents executed and delivered with respect to the PPP Loans promptly (and in any event within three (3) Business Days) upon execution and delivery thereof, and copies of any notices of default received by any Loan Party with respect to the PPP Loans.

(c) To the extent not included in the foregoing clauses (a) and (b), promptly (and in any event within three (3) Business Days) upon receipt or filing thereof, as applicable, provide to Administrative Agent copies of all material documents, applications and correspondence with the applicable lender or any Governmental Authority relating to the PPP Loans, including with respect to loan forgiveness.

(d) (i) Apply the proceeds of the PPP Loans to CARES Act Permitted Purposes prior to using any other cash on hand to pay such costs and expenses; (ii) use commercially reasonable efforts to conduct their business in a manner that will maximize the amount of PPP Loans forgiven; (iii) deposit all proceeds from the PPP Loans into a Deposit Account (the "PPP Loan Account") that is either a segregated payroll account or otherwise specially and exclusively used to hold proceeds of the PPP Loans and that is not subject to the cash dominion of Administrative Agent or any other secured party, (iv) not commingle their funds that are not proceeds of the PPP Loans with the proceeds of PPP Loans (other than with respect to any funds held in segregated payroll accounts which constitute Excluded Deposit Accounts) and (v) ensure that the proceeds of the PPP Loans are not used to repay other Debt.

(e) On or prior to the date that is five (5) Business Days after the date that the Loan Parties obtain a final determination by the lender of the PPP Loans (and, to the extent required, the SBA) (or such longer period as may be approved in writing by Administrative Agent acting at the direction of the Required Lenders) regarding the amount of PPP Loans, if any, that will be forgiven pursuant to the provisions of the CARES Act, deliver to Administrative Agent a certificate of a Senior Officer of the Borrower Representative certifying as to the amount of the PPP Loans that will be forgiven pursuant to the provisions of the CARES Act, together with reasonably detailed description thereof, all in form satisfactory to the Lenders.

(f) Not make any claim that the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates have rendered advisory services of any nature or respect in connection with any PPP Loan, the CARES Act or the process leading thereto.

ARTICLE XI

NEGATIVE COVENANTS

Until Payment in Full, each Loan Party agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it shall:

Section 11.1 Debt. Not, and not permit any Loan Party or Subsidiary thereof to, create, incur, assume or suffer to exist any Debt, except:

(a) Obligations under this Agreement and the other Loan Documents;

(b) the New Senior Credit Facility;

(c) [Intentionally Omitted];

(d) (i) Purchase Money Debt incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired (by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), and (ii) Capitalized Lease Obligations incurred (for avoidance of doubt, other than pursuant to an Acquisition) by a Loan Party or Subsidiary thereof with respect to Equipment that is being acquired by, and will be used in the ordinary course of business of, such Loan Party or Subsidiary (and any extension, renewal, or refinancing thereof), in the cases of clauses (i) and (ii), in an aggregate principal outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(d) not to exceed the product of (x) U.S.$1,500 multiplied by (y) the number of people (x) employed on a full-time basis by members of the Consolidated Group, and (y) employed by others, but who are working on a full-time equivalent basis on projects for the Consolidated Group, in each case as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1.2;

(e) (i) Permitted Earn-out Obligations, and (ii) Subordinated Debt (for avoidance of doubt, other than the Permitted Earn-out Obligations, but including all Permitted Investor Debt and Permitted Exitus Debt) incurred after the Closing Date in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed $11,700,000 at any time, so long as such Subordinated Debt is subject to a Subordination Agreement;

(f) unsecured Debt of any Loan Party (other than Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Lender at any time and from time to time during normal business hours and with reasonable notice to Intermediate Holdings) to any other Loan Party (other than, at the expense of Intermediate Holdings), as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Administrative Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to

~~the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);~~, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Lender in accordance with this Section 10.1(f).

(g) ~~unsecured Debt in respect of netting services and overdraft protections in connection with Deposit Accounts, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(g) not to exceed U.S.$100,000 at any time;~~Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) ~~loans or advances to employees, officers or directors of any Loan Party or any~~Maintenance of Insurance. Maintain, and cause each of its Subsidiaries~~, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 in any Fiscal Year, made in the ordinary course of business for travel and related expenses;~~ to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent.

~~(i) Contingent Liabilities of a Loan Party consisting of guarantees of trade accounts payable of another Loan Party;~~

~~(j) unsecured Debt owed to any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Loan Parties and their Subsidiaries incurred in connection with such Person providing such benefits or insurance pursuant to customary reimbursement obligations to such Person;~~

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew,

all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) ~~unsecured Hedging Obligations incurred for *bona fide* hedging purposes and not for speculation with respect to risks arising in the ordinary course of Borrowers' business, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries under this Section 11.1(k) not to exceed U.S.$1,000,000 at any time;~~Fiscal Year. Cause the Fiscal Year of Ultimate Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Required Lenders consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) ~~unsecured Debt in respect of performance, surety or appeal bonds provided in the ordinary course of business, but excluding (in each case) Debt incurred through the borrowing of money or Contingent Liabilities in respect thereof;~~Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of US$300,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after May 27, 2022) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or

collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent and the Required Lenders.

(m) ~~unsecured, non-recourse Debt incurred by any Loan Party or Subsidiary thereof to finance the payment of insurance premiums of such Person, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries~~After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of US$600,000 in the case of a fee interest immediately so notify the Lenders, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Lenders shall notify such Loan Party whether they intend to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 10.1(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. Intermediate Holdings shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section ~~11.1~~10.1(m) ~~not to exceed U.S.$250,000 at any time;~~.

(n) ~~Debt described on Schedule 11.1, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased;~~ Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

~~(o) Debt of any Excluded Foreign Subsidiary to any Loan Party in an aggregate amount not to exceed U.S.$1,000,000 in the aggregate at any time outstanding as long as (i) such Debt is evidenced by the Master Intercompany Note and pledged and delivered to Collateral Agent pursuant to the Loan Documents as additional collateral security for the Obligations and (ii) the obligations under the Master Intercompany Note are subordinated to the Obligations of Borrowers hereunder on terms and in a manner satisfactory to the Required Lenders, in their discretion (but which terms shall in any event permit payments to be made to any Loan Party so long as no Event of Default of the type described in Sections 13.1.1 or 13.1.4 shall be continuing);~~

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA PATRIOT Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter), participate in a meeting with the Agents and the Lenders at Ultimate Holding's corporate offices (or at such other location as may be agreed to by Intermediate Holdings and such Agent or the Required Lenders) at such time as may be agreed to by Intermediate Holdings and such Agent or the Required Lenders to discuss the financial condition and results of operation of Ultimate Holdings and its Subsidiaries for the most recently ended fiscal quarter.

(p) Board Information Rights. The Lenders shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Ultimate Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Lenders were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Lenders shall have the right to, and shall, receive all information

provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Ultimate Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; *provided* that, the Lenders shall keep such materials and information confidential in accordance with Section 15.9 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent at the instruction or request of the Required Lenders may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

Section 10.2 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(~~p~~c) ~~Debt consisting of the PPP Loans; and~~Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; *provided*, *however*, that (x) any Wholly Owned Subsidiary of any Loan Party (other than Intermediate Holdings) may be merged into any Loan Party (other than Ultimate Holdings or the Mexican Loan Party), (y) any Wholly Owned Subsidiary that is not a Loan Party may be merged into another Wholly Owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents and Lenders at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Guaranty and Collateral Agreement and the Equity Interests of such Subsidiary is the subject to the Guaranty and Collateral Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents and Lenders at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; *provided, however*, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as conducted on the date hereof.

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

~~(q) other unsecured Debt owed to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate outstanding amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any time.~~

~~Section 11.2 Liens. Not, and not permit any Loan Party or Subsidiary thereof to, create or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:~~

~~(a) Liens in favor of Collateral Agent or the Lenders, as applicable, granted pursuant to the Loan Documents;~~

~~(b) Liens securing the New Senior Credit Facility;~~

(~~c~~g) [Reserved]~~;~~.

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's-length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents and Lenders prior to the consummation thereof, if they involve one or more payments by Ultimate Holdings or any of its Subsidiaries in excess of US$120,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Party); (iii) transactions permitted by Section 10.2(e) and Section 10.2(h), (iv) sales of Qualified Equity Interests of Ultimate Holdings to Affiliates of Ultimate Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) payments under the New Senior Credit Agreement, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

~~(d) Liens securing Purchase Money Debt or Capitalized Lease Obligations, in all cases solely to the extent permitted under Section 11.1(d), provided that any such Lien (i) attaches to the specific property at the time of (or within 20 days following) the original acquisition thereof, (ii) does not extend to cover any property other than such specific property~~

and any after-acquired property that is affixed thereto, (iii) does not extend to any Equity Interests in any Person, and (iv) is limited to such specific property and is not a "blanket" or "all asset" Lien;

(e) Liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(f) Liens arising in the ordinary course of business of the Loan Parties and consisting of (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law and (ii) Liens in the form of deposits or pledges incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations, in the case of clauses (i) and (ii), (x) for sums not overdue for a period of more than sixty (60) days or which are being diligently contested in good faith by appropriate proceedings, (y) not involving any advances or borrowed money or the deferred purchase price of property or services, and (z) for which the Loan Parties and their Subsidiaries maintain adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(g) easements, rights of way, restrictions (including zoning restrictions), covenants, encroachments, and other similar real estate charges or encumbrances, minor defects or irregularities in title, and other similar real estate Liens not interfering in any material respect with the ordinary conduct of the business of any Loan Party or any Subsidiary thereof;

(h) leases, subleases, licenses, or sublicenses of the assets or properties of any Loan Party or Subsidiary thereof, in each case entered into in the ordinary course of business and not interfering in any material respect with the business of any Loan Party or Subsidiary thereof;

(i) customary set-off rights against depository accounts permitted under this Agreement in favor of banks at which any Loan Party or Subsidiary thereof maintains any such depository accounts, so long as those set-off rights secure only the obligations of such Loan Party or Subsidiary to pay ordinary course fees and bank charges;

(j) Liens consisting of precautionary filings of UCC financing statements filed with respect to Operating Leases permitted under this Agreement and any interest of title of a lessor under any Operating Lease permitted under this Agreement;

(k) attachments, appeal bonds, judgments, and other similar Liens arising in connection with court proceedings, so long as (i) the aggregate outstanding amount of all such attachments, appeal bonds, judgments, and other similar Liens of all Loan Parties and their Subsidiaries does not exceed the amount set forth in Section 13.1.8 at any time, and (ii) the execution or other enforcement of such attachments, appeal bonds, judgments, and other similar Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(l) as long as the Loan Parties and their Subsidiaries have complied with Section 10.10 with respect to such Deposit Account, normal and customary rights of setoff upon deposits of cash in a Deposit Account in favor of banks or other depository institutions at which such Deposit Account is maintained, which setoff rights (i) only secure the obligations of such Loan Party to pay ordinary course fees and bank charges, or (ii) are otherwise permitted by any control agreement in favor of Collateral Agent with respect to such Deposit Account;

(m) Liens described on Schedule 11.2 as of the Closing Date, and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased; and

(n) other Liens granted to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof in the ordinary course of business, so long as such Liens secure only Permitted Debt in an aggregate outstanding amount, for all Loan Parties and their Subsidiaries, that does not exceed U.S.$100,000 at any time.

Section 11.3 Restricted Payments. Not, and not permit any Loan Party or Subsidiary thereof to, (a) make any cash or non-cash dividend, distribution, or payment to any holders of its Equity Interests, (b) purchase or redeem any of its Equity Interests, (c) pay any management fees, transaction-based fees, or similar fees to any of its equity holders or any Affiliate thereof, (d) make any redemption, prepayment (whether mandatory or optional), defeasance, repurchase or any other payment in respect of any Subordinated Debt or earn-outs or similar payments, (e) make any redemption, prepayment, defeasance, repurchase or any other payment in respect of the PPP Loans, in each case, other than (x) regularly scheduled payments of principal and interest following the deferral period provided in the CARES Act, and (y) any other payment to the extent funded solely with proceeds from the PPP Loans in the PPP Loan Account (or such other funds approved in writing by Administrative Agent (acting at the written instructions of the Lenders)), or (f) set aside funds for any of the foregoing. Notwithstanding the foregoing, (i) any Loan Party may pay dividends or make distributions to a Borrower or any other Domestic Subsidiary that is a Loan Party (in each case, other than to Ultimate Holdings), (ii) any Subsidiary of a Loan Party may pay dividends or make other distributions to any Loan Party (other than to Intermediate Holdings or Ultimate Holdings) or any Subsidiary of a Loan Party; provided that the aggregate amount of Restricted Payments made to a Foreign Subsidiary that are not immediately distributed to a Borrower or a Domestic Subsidiary that is a Loan Party shall not exceed U.S.$1,000,000 in the aggregate during any trailing twelve consecutive month period, (iii) any Loan Party or Subsidiary thereof may make Permitted Tax Distributions, (iv) so long as no Event of Default has occurred or would result from the making thereof, any Loan Party or Subsidiary thereof may make payments, in an aggregate amount for all Loan Parties and Subsidiaries not to exceed U.S.$250,000 per Fiscal Year, to purchase or redeem Equity Interests of Ultimate Holdings from officers, directors, and employees of such Loan Party or Subsidiary; (v) any Loan Party or Subsidiary thereof may make Permitted Earn-out Payments, (vi) any Loan Party may make payments with respect to Subordinated Debt to the extent expressly permitted under the applicable Subordination Agreement; and (vi) any Loan Party may, with respect to the Permitted Investor Debt and the Permitted Exitus Debt (as defined under the Senior Credit

Facility), make payments thereof to the extent expressly permitted under the applicable Subordination Agreement.

Section 11.4 Mergers, Consolidations, Sales. Not, and not permit any Loan Party or Subsidiary thereof to, (a) be a party to any merger or consolidation, (b) sell, transfer, dispose of, convey or lease any of its assets or Equity Interests (including the sale of Equity Interests of any Subsidiary), (c) sell or assign with or without recourse any Accounts, or (d) purchase or otherwise acquire all or substantially all of the assets or any Equity Interests, or any partnership or joint venture interest in, any other Person or make any Acquisition, in all cases other than: (i) any such merger, consolidation, sale, transfer, acquisition, conveyance, lease, or assignment of or by any Borrower or Subsidiary with and into any Borrower or any Subsidiary so long as (t) no other provision of this Agreement would be violated thereby, (u) in the case of any such transactions with a Borrower, a Borrower shall be the surviving Person, (v) in the case of any such transactions with a Domestic Subsidiary, a Domestic Subsidiary shall be the surviving Person, (w) in the case of any such transactions with a Loan Party, a Loan Party shall be the surviving Person, (x) Borrower Representative gives Administrative Agent at least 15 days' prior written notice of such merger or consolidation, (y) no Default or Event of Default has occurred and is continuing either before or after giving effect to that transaction, and (z) the Lenders' rights in any Collateral, including the existence, perfection and priority of any Lien thereon, are not adversely affected by that merger or consolidation, (ii) Permitted Acquisitions, and (iii) Permitted Asset Dispositions.

Section 11.5 Modification of Organizational Documents and PPP Loans. Not, and not permit any Loan Party or Subsidiary thereof, to allow the charter, by-laws or other organizational documents of any Loan Party or Subsidiary thereof to be amended or modified in any way which could reasonably be expected to materially adversely affect the interests of the Lenders (it being understood that any amendment, modification, or waiver increasing or expanding the payment obligations of any Loan Party will be deemed to be materially adverse to the interests of Lenders). Not change, or allow any Loan Party or Subsidiary thereof to change, its state of formation or its organizational form. Not agree to, and not permit any Loan Party or Subsidiary thereof to agree to, any amendment, restatement, supplement, waiver or other modification of the PPP Loans if the effect of such amendment, restatement, supplement, waiver or other modification would be materially adverse to the Loan Parties or the Lenders.

Section 11.6 Transactions with Affiliates. Not, and not permit any Loan Party or Subsidiary thereof to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any Affiliate, other than the Investor Debt Promissory Note, and, (a) those set forth on Schedule 11.6, (b) those permitted by Sections 11.3 and 11.9, to the extent so permitted, and (c) such other transactions, arrangements and contracts that are on terms which are no less favorable to the Loan Parties than are obtainable from any Person which is not an Affiliate.

Section 11.7 Inconsistent Agreements. Not, and not permit any Loan Party or Subsidiary thereof to, enter into any agreement containing any provision which would (a) be violated or breached by any borrowing by any Borrower hereunder or by the performance by any Loan Party of any of its Obligations hereunder or under any other Loan Document, (b) prohibit any Loan Party from granting to the Agents and the Lenders, a Lien on any of its assets, or

~~(c) create~~(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary ~~to~~of any Loan Party (i) to pay dividends or to make ~~other distributions to any Borrower or any other Subsidiary, or pay any Debt owed to any Borrower or any other Subsidiary, (ii)~~any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (~~iii~~iv) to transfer any of its property or assets ~~or properties~~ to any Loan Party~~, other than, in all cases, (x) customary restrictions and conditions contained in agreements relating to the sale of all or a substantial part of the assets of~~ or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; *provided*, *however*, that nothing in any of clauses (i) through (iv) of this Section 10.2(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the New Senior Credit Agreement;

(B) any agreement described on Schedule 7.02(k) to the New Senior Credit Agreement (as in effect on May 27, 2022), or any extension, replacement or continuation of any such agreement; *provided* that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

~~any Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary to be sold and such sale is permitted hereunder~~(l) Limitations on

Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (~~y~~ii) restrictions or conditions imposed by any agreement relating to ~~purchase money Debt, Capital Leases and other~~ secured ~~Debt~~Indebtedness permitted by Section 10.2(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such ~~Debt~~ Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; *provided* that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (~~z~~iv) customary provisions in leases ~~and other contracts~~ restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

~~Section 11.8 Business Activities; Issuance of Equity. Not, and not permit any Loan Party or Subsidiary thereof to, engage in any line of business, other than the businesses engaged in on the Closing Date and businesses reasonably related thereto, or any line of business that is reasonably related thereto. Not, and not permit any other Subsidiary to, issue any Equity Interests; provided that (x) Ultimate Holdings may issue the Monroe Supporting Shares (as defined under the Senior Credit Facility) and the Monroe Warrants (as defined under the Senior Credit Facility) (y) Ultimate Holdings may issue Equity Interests therein so long as no Change of Control or other Default or Event of Default occurs as a result thereof and (z) Ultimate Holdings may issue Equity Interests from time to time so long as its complies with its obligations under Section 6.2.2(b)(ii) with respect to such issuance.~~

~~Section 11.9 Investments. Not, and not permit any Loan Party or Subsidiary thereof to, make or permit to exist any Investment in any other Person, except the following:~~

~~(a) contributions by any Borrower or any Subsidiary thereof to the capital of any Borrower;~~

~~(b) Investments (including, without limitation, any Contingent Liabilities) constituting Permitted Debt;~~

~~(c) Cash Equivalent Investments (provided that the Cash Equivalent Investments of Loan Parties and their Subsidiaries that are not issued or guaranteed by the United States Government may not, at any time, exceed $3,000,000 in the aggregate);~~

~~(d) subject to Section 10.10, bank deposits in the ordinary course of business;~~

~~(e) Investments received in the ordinary course of business pursuant to a Permitted Asset Disposition (i) in securities of Account Debtors received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Account Debtors, or (ii) in notes received in full or partial satisfaction of Accounts owing from financially troubled Account Debtors;~~

~~(f) Investments constituting Acquisitions consented to by the Required Lenders, in their sole discretion;~~

~~(g) Investments in Domestic Subsidiaries of Loan Parties that are themselves Loan Parties on the Closing Date;~~

(~~h~~ii) ~~Investments listed on Schedule 11.9 as of the Closing Date;~~except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness (other than Indebtedness under the Loan Documents) (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Ultimate Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Ultimate Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 10.3, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(~~i~~x) ~~Investments by any Loan Party in the Excluded Foreign Subsidiaries,~~the Existing Warrants in an aggregate amount not to exceed ~~U.S.$1,000,000;~~3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) the AN Extend Earn-Out or (ii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment hereunder),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Ultimate Holdings and its Subsidiaries does not exceed 3.20 to 1.00, (y) Ultimate Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 10.3, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Ultimate Holdings (and not in cash), and

(4) payments of the Exitus Renewal Fee.

~~(j) Investments by the Borrowers or any Loan Party that is a Domestic Subsidiary in Loan Parties that are Foreign Subsidiaries, (x) permitted pursuant to Section 11.9(f) or (y) in an aggregate amount not to exceed U.S.$3,000,000;~~

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect; *provided* that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

Anything herein to the contrary notwithstanding, and in any event subject to the Reference Subordination Agreement, each Loan Party shall not make any voluntary or optional payment or prepayment of any of its or its Subsidiaries' Subordinated Indebtedness, except if the aggregate cash available to the Loan Parties and their Subsidiaries to make such payment or prepayment is applied on a *pro rata* basis to prepay the Loans and such other Subordinated Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Loans and such other Subordinated Indebtedness at the time of such payment).

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws.

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the financial statements (other than as may be required to conform to GAAP).

(kr) Investments constituting Permitted Acquisitions; andSanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. On and after the date that is 45 days after May 27, 2022, have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to $1,560,000.

(l) other Investments in any Person that an Affiliate of any Loan Party or Subsidiary thereof, in an aggregate amount for all Loan Parties and their Subsidiaries not to exceed U.S.$250,000 at any one time.

Section 11.10 Restriction of Amendments to Certain Documents. Not, and not permit any Loan Party or Subsidiary thereof to, amend or otherwise modify, or waive any rights under any provision of any document governing any Subordinated Debt, except to the extent permitted under the related Subordination Agreement).

Section 11.11 Fiscal Year. Not, and not permit any Loan Party or Subsidiary thereof to, change its Fiscal Year.

Section 11.1210.3 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Ultimate Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Ultimate Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

. Not, and not allow any Loan Party or Subsidiary thereof to:

~~11.12.1 Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio of the Consolidated Group for any Computation Period to be less than the applicable ratio set forth below for such Computation Period:~~

~~Computation Period Ending~~Fiscal Month End	~~Fixed Charge Coverage Ratio~~Revenue
~~December 31~~June 30, ~~2021~~2022	~~0.20:1.00~~U.S.$130,000,000
~~March 31, 2022~~	~~Not tested~~
~~June~~September 30, 2022	~~0.20:1.00~~U.S.$130,000,000
~~September 30,~~December 31, 2022	~~0.20:1.00~~U.S.$130,000,000
~~December~~March 31, ~~2022~~2023 and each ~~Computation Period~~fiscal month ending thereafter	~~1.00:1.00~~U.S.$130,000,000

~~11.12.2 Total Leverage Ratio. Permit the Total Leverage Ratio of the Consolidated Group for any Computation Period to exceed the applicable ratio set forth below for such Computation Period:~~

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Ultimate Holdings and its Subsidiaries for ending on the date set forth below to be greater than the ratio set forth opposite such date:

~~Computation Period Ending~~Fiscal Quarter End	~~Total~~First Lien Leverage Ratio
December 31, ~~2021~~2022	~~22.00~~4.80:1.00
March 31, ~~2022~~2023	~~19.15~~4.50:1.00
June 30, ~~2022~~2023 and each ~~Computation Period~~fiscal quarter ending thereafter	~~10.00~~4.20:1.00

~~Section 11.13 Compliance with Laws. Not, and not permit any Loan Party or Subsidiary thereof to, fail to comply with the laws, regulations and executive orders referred to in Sections 9.30, 9.31 and 9.32.~~

(c) Liquidity. Permit Liquidity to be less than US$3,000,000 at any time on and after the date that is ten (10) Business Days after May 27, 2022.

ARTICLE XI

[RESERVED]

~~Section 11.14 Holdings Companies Covenants~~

~~. The Holdings Companies shall not, directly or indirectly, (a) enter into any agreement (including any agreement for the incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Holdings Documents, (b) engage in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than (i) the making of Investments existing on the Closing Date (as set forth on Schedule 11.9), (ii) the performance of its obligations under the Holdings Documents in accordance with the terms thereof, (iii) the performance of ministerial activities and the payment of taxes and administrative fees, (iv) entering into and performing its obligations hereunder and under the Loan Documents, (v) in the case of Ultimate Holdings, incurring Contingent Liabilities permitted by Section 11.1(i), and (vi) in the case of Ultimate Holdings, actions in connection with the issuance and sale of its common stock and other customary activities taken by Ultimate Holdings to the extent arising from its status as an issuer of securities that are publicly registered, or (c) consolidate or merge with or into any other Person. Each Holdings Company shall preserve, renew and keep in full force and effect its existence.~~

~~Section 11.15 No Excluded Foreign Subsidiaries. Absent the consent of the Required Lenders, no Loan Party or Subsidiary thereof will create, form, or acquire, or hold any Equity Interests in any Excluded Foreign Subsidiary (other than Excluded Foreign Subsidiaries in existence on the Closings Date) or make any other Investment in any Excluded Foreign Subsidiary on or after the Closing Date other than as permitted under Section 11.9(i).~~

~~Section 11.16 Claims Related to PPP Loans. Not, and not permit Subsidiary to assert any demands, actions, causes of action, suits, controversies, claims, counterclaims, or defenses whatsoever (including, without limitation, that the Administrative Agent, the Collateral Agent or any Lender provided advisory services with respect thereto) against the Administrative Agent, the Collateral Agent or any Lender in connection with any PPP Loan, the CARES Act, or any process related thereto.~~

ARTICLE XII

EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The effectiveness of this Agreement and the obligation of each Lender to make its Loans is subject to the satisfaction of the following conditions precedent by no later than 5:00 p.m. (Mexico City Time) on November 29, 2021:

Section 12.1 Credit Extension. The effectiveness of this Agreement, and the obligation of the Lenders to make the Loans, are, in addition to the conditions precedent specified in Section 12.2 subject to satisfaction of the following conditions precedent, it being agreed that the request by Borrower Representative for the making of the Loans on the Closing Date will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in this Section 12.1 will be satisfied at the time of the making of those Loans (unless waived in writing by the Required Lenders):

12.1.1 Agreement, Notes and other Loan Documents. Administrative Agent has received the following, each duly executed and effective as of the Closing Date (or any earlier date satisfactory to the Required Lenders), in form and substance satisfactory to the Required Lenders in their discretion (a) this Agreement, and (b) the Notes made payable to each applicable Lender.

12.1.2 Authorization Documents. For each Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) that Person's charter (or similar formation document), certified by the appropriate Governmental Authority, (b) good standing certificates in that Person's state of incorporation (or formation) and in each other state in which that Person is qualified to do business if reasonably requested by the Required Lenders, (c) that Person's bylaws (or similar governing document), (d) except for each Mexican Loan Party, resolutions of its board of directors (or similar governing body) approving and authorizing that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (e) signature and incumbency certificates of that Person's officers and/or managers executing any of the Loan Documents (which certificates Administrative Agent and each Lender may conclusively rely on until formally advised by a like certificate of any changes in any such certificate), all certified by its secretary or an assistant secretary (or similar officer) as being in full force and effect without modification.

12.1.3 Consents, etc. Administrative Agent has received certified copies of all documents evidencing any necessary company action, consents and governmental approvals (if any) required for the execution, delivery, and performance by the Loan Parties of the documents referred to in this Section 12, each in form and substance satisfactory to the Required Lenders.

12.1.4 Letter of Direction. Administrative Agent has received a Funds Flow Memorandum containing funds flow information with respect to the proceeds of the Loans on the Closing Date, duly executed and dated on or prior the Closing Date.

12.1.5 Opinions of Counsel. Administrative Agent has received opinions of New York and Mexican counsel for each Loan Party, each duly executed and dated as of the Closing Date, in form and substance satisfactory to Administrative Agent and the Lenders.

12.1.6 Payment of Fees. Administrative Agent has received evidence of payment by Borrowers of all accrued and unpaid fees, costs, and expenses to the extent then due and payable on the Closing Date (including, without limitation, fees under the Agents Fee Letter), together with all Attorney Costs of Administrative Agent and the Lenders to the extent invoiced prior to the Closing Date, *plus* all additional amounts of Attorney Costs that constitute Administrative Agent's and Lender's reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent and the Lenders through the closing proceedings (but no such estimate will preclude a final settling of accounts between Borrowers and Administrative Agent and between Borrowers and the Lenders in respect of those Attorney Costs).

12.1.7 Solvency Certificate. Administrative Agent has received a solvency certificate, in form and substance satisfactory to the Required Lenders in their discretion, executed by a Senior Officer of the Borrower Representative.

12.1.8 Search Results; Lien Terminations. Administrative Agent has received certified copies of Uniform Commercial Code search reports dated a date reasonably near to the Closing Date, listing all effective financing statements which name any Loan Party organized under the laws of any state of the United States (under their present names and any previous names) as debtors, together with copies of all such financing statements.

12.1.9 Closing Certificate. Administrative Agent has received a certificate, in form and substance satisfactory to the Required Lenders in their discretion executed by a Senior Officer of Borrower Representative on behalf of Borrowers certifying the matters set forth in Sections 12.1 and 12.2 as of the Closing Date.

12.1.10 No Material Adverse Change. There has not occurred since December 31, 2020, any developments or events that, individually or in the aggregate with any other circumstances, has had or could reasonably be expected to have a Material Adverse Effect.

12.1.11 Process Agent. The Administrative Agent shall have received evidence, in form and substance satisfactory to the Lenders, that: (i) each Mexican Loan Party has irrevocably appointed the Process Agent for a period ending one year after the Maturity Date, (ii) the Process Agent has accepted such appointment, and (iii) all fees in connection therewith have been paid for the entire term of the appointment.

12.1.12 Other. The Lenders have received all other documents identified on that certain closing checklist prepared by counsel to the Lenders for the transactions contemplated hereby and all other documents reasonably requested by the Lenders.

The parties hereto hereby agree and acknowledge that the Closing Date has not occurred as of the date of this Agreement. Notwithstanding anything to the contrary set forth herein, Section ~~13.1.10~~13.1(q), Section 14, and Sections 15.5, 15.8, 15.17, 15.18 and 15.19 shall be deemed effective as of the date of this Agreement, upon receipt by the Administrative Agent of duly executed counterparts by the parties hereto.

Section 12.2 Conditions Precedent to all Loans. The obligation of each Lender to make each of the Loans, is subject to the following further conditions precedent that:

12.2.1 Compliance with Warranties/No Default. Both before and after giving effect to any borrowing of the Loans the following shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or

warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(b) no Default or Event of Default shall have then occurred and be continuing or would result from such borrowing.

12.2.2 Confirmatory Certificate. If requested by any Agent or any Lender, Administrative Agent has received (in sufficient counterparts to provide one to Administrative Agent and each Lender) a certificate dated the Closing Date and signed by a duly authorized representative of Borrower Representative as to the matters set out in Section 12.2.1 (it being understood that each request by Borrower Representative for the making of a Loan will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in Section 12.2.1 will be satisfied at the time of the making of that Loan), together with such other documents as any Agent or any Lender may reasonably request in support thereof.

12.2.3 Ratification and Authorization Documents. Process Agent Power of Attorney. For each Mexican Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) resolutions adopted by its partners or shareholders' and/or of its board of directors (or similar governing body), approving, authorizing and further ratifying that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (b) the public deed evidencing that such Mexican Loan Party has granted a Mexican law irrevocable special power of attorney for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) before a Mexican notary public in favor of the Process Agent.

ARTICLE XIII

EVENTS OF DEFAULT AND THEIR EFFECT

Section 13.1 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default ~~under this Agreement~~"):

~~13.1.1 Non-Payment of the Loans, etc. (a) Default in the payment when due of the principal of any Loan, or (b) default, and continuance thereof for five (5) or more days, in the payment when due of any interest, fee reimbursement obligation with respect to any Letter of Credit, or other amount payable by Borrowers under this Agreement or under any other Loan Document.~~

~~13.1.2 Non-Payment of Other Debt. (a) Any event of default shall occur under the terms applicable to any Subordinated Debt, or (b) any default or event of default shall occur under the terms applicable to any other Debt of any Loan Party (for all such Debt so affected and including undrawn committed or available amounts and amounts owing to all creditors under any combined or syndicated credit arrangement) in an aggregate amount exceeding U.S.$500,000, and, and such default (i) consists of the failure to pay that Debt when due, whether by acceleration or otherwise, or (ii) accelerates the maturity of that Debt or permits the holder or holders thereof, or any trustee or agent for any such holder or holders, to cause that~~

Debt to become due and payable (or require any Loan Party to purchase or redeem that Debt or post cash collateral in respect thereof) prior to its expressed maturity.

13.1.3 Other Material Obligations. Default in the payment when due, or in the performance or observance of, any Material Contract.

13.1.4 Bankruptcy, Insolvency, etc. Any of the following occurs: (a) any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due, (b) any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for that Loan Party or any property thereof, or makes a general assignment for the benefit of creditors, (c) in the absence of any such application, consent, or acquiescence, a trustee, receiver, or other custodian is appointed for any Loan Party or for a substantial part of the property of any thereof and is not discharged within days, (d) any Insolvency Proceeding, or any dissolution or liquidation proceeding, is commenced in respect of any Loan Party, and that Insolvency Proceeding or proceeding (i) is not commenced by that Loan Party, (ii) is consented to or acquiesced in by that Loan Party, or (iii) remains for 45 days undismissed, or (e) any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.

13.1.5 Non-Compliance with Loan Documents. (a) Failure by any Loan Party to comply with or to perform any covenant set forth in Sections 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.2, 10.3(b), 10.5, 10.6, 10.8, 10.10, 10.11, 10.12, or 10.13, or Section 11, or (b) failure by any Loan Party to comply with or to perform any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under any other provision of this Section 13) and continuance of such failure described in this clause (b) for 30 or more days after the earlier of (i) the date any Loan Party knows or reasonably should have known of such failure or (ii) the date of receipt by Borrower Representative (or any Borrower) of notice from the Required Lenders of such failure.

13.1.6 Representations; Warranties. Any representation or warranty made by any Loan Party in this Agreement or any other Loan Document is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice or other writing furnished by any Loan Party to any Agent or any Lender in connection with this Agreement is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.

13.1.7 Pension Plans. Any of the following occurs: (a) any Person institutes steps to terminate a Pension Plan if as a result of that termination any Loan Party or Subsidiary thereof could be required to make a contribution to that Pension Plan, or could incur a liability or obligation to that Pension Plan, in excess of U.S.$500,000; (b) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 303(k) of ERISA with respect to any Borrower or any Subsidiary; (c) the Unfunded Liability of all Pension Plans sponsored and maintained by any Loan Party or Subsidiary thereof exceeds 20% of the Total Plan Liability for those plans; or (d) there occurs any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability (without unaccrued interest) to Multiemployer Pension Plans as a result of that withdrawal (including any outstanding withdrawal liability that any Borrower or any member of the Controlled Group have incurred on

~~the date of that withdrawal) to which any Loan Party or Subsidiary thereof is reasonably expected to incur exceeds U.S.$500,000.~~

~~13.1.8 Judgments. One or more final judgments which exceed an aggregate of U.S.$500,000 are rendered against any Loan Party (not covered by insurance as to which the insurance company has acknowledged coverage, so long as that insurance is paid to Borrowers within 30 days of the rendering of those judgments) and have not been paid, discharged or vacated or had execution thereof stayed pending appeal within 60 days after entry or filing of those judgments.~~

~~13.1.9 Invalidity of Documents, etc. Any Loan Document ceases to be in full force and effect, or any Loan Party (or any Person by, through, or on behalf of any Loan Party) contests in any manner the validity, binding nature, or enforceability of any Loan Document.~~

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of five (5) Business Days or (ii) all or any portion of the principal of the Loans.

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 10.1(a), 10.1(b), Section 10.1(c), Section 10.1(d), Section 10.1(f), Section 10.1(h), Section 10.1(k), Section 10.1(m), Section 10.1(o), Section 10.2, Section 10.3, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Collateral Document to which it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 13.1, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) (i) Ultimate Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to US$600,000, and such failure shall continue after the applicable grace period, if any, specified in

the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Ultimate Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Ultimate Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Collateral Document or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment

of money exceeding $600,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Ultimate Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days) after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Ultimate Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Ultimate Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Ultimate Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Ultimate Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Ultimate Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $600,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the New Senior Credit Agreement or any Subordinated Indebtedness, (ii) any holder of Subordinated Indebtedness shall fail to perform or comply with any Subordination Agreement applicable thereto, or (iii) the Subordination Agreement with respect to any Subordinated Indebtedness shall, in whole or in part,

terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

~~13.1.10~~ (q) a Change of Control~~. A Change of Control~~ shall ~~occur.~~have occurred;

then, and in any such event, the Collateral Agent shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the interest, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 13.1 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, interest, if any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

~~13.1.11 Default with respect to Conversion Payment Shares. Ultimate Holdings fails to comply with Section 18.8, Ultimate Holdings fails to deliver Conversion Payment Shares (as defined in Article XVIII) pursuant to Section 18.7 or an Event of Default occurs under any Registration Rights Agreement then in effect.~~

~~13.1.12 Invalidity of Subordination Provisions, etc. Any subordination provision in any document or instrument governing the Master Intercompany Note, or any Subordinated Debt, or any subordination provision in any subordination agreement that relates to the Master Intercompany Note, or any Subordinated Debt (including, without limitation, each Subordination Agreement), or any subordination provision in any guaranty by any Loan Party of any Subordinated Debt, shall cease to be in full force and effect, or any Loan Party shall contest in any manner the validity, binding nature or enforceability of any such provision.~~

~~13.1.13 Non-Compliance with PPP Loan Terms; CARES Act. (a) The occurrence of any event of default under the terms of any PPP Loan, (b) any failure by any Loan Party or any Subsidiary to comply with or to perform any covenants set forth in Section 10.14 or (c) any failure by any Loan Party or any Subsidiary to comply in all material respects with the applicable provisions of the CARES Act.~~

Section 13.2 ~~Effect of Event of Default~~Cure Right~~. If any Event of Default described in Section 13.1.4 occurs in respect of any Borrower, then the Commitments will immediately~~

terminate and the Loans and all other Obligations under this Agreement will become immediately due and payable, all without presentment, demand, protest, or notice of any kind. If any other Event of Default occurs and is continuing, then Administrative Agent may (and, upon the written request of the Required Lenders shall) declare, in a written notice to Borrower Representative, the Commitments to be terminated in whole or in part and/or declare all or any part of the Loans and all other Obligations under this Agreement to be due and payable, whereupon the Commitments will immediately terminate (or be reduced, as applicable) and/or the Loans and other Obligations under this Agreement will become immediately due and payable (in whole or in part, as applicable), all without presentment, demand, protest, or notice of any kind (other than as expressly provided for above in this sentence). Administrative Agent shall promptly advise Borrower Representative of any such declaration, but failure to do so will not impair the effect of any such declaration.

Section 13.3 Credit Bidding. Subject to the Reference Subordination Agreement, the Loan Parties hereby irrevocably authorize the Lenders, and the Loan Parties and the Lenders hereby irrevocably authorize Collateral Agent, based upon the instruction of the Required Lenders, to Credit Bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Collateral Agent or the Lenders, as applicable, in accordance with applicable law, based upon the instruction of the Required Lenders, under any provisions of the Uniform Commercial Code, as part of any sale or investor solicitation process conducted by any Loan Party, any interim receiver, receiver, receiver and manager, administrative receiver, trustee, agent, or other Person pursuant or under any insolvency laws, in each case subject to the following limitations: (a) the Required Lenders may not direct Collateral Agent in any manner that does not treat each of the Lenders equally, without preference or discrimination, in respect of consideration received as a result of any Credit Bid, (b) the acquisition documents must be commercially reasonable and contain customary protections for minority holders, such as, among other things, anti-dilution and tag-along rights, (c) the exchanged debt or equity securities must be freely transferable, without restriction (subject to applicable securities laws), and (d) reasonable efforts must be made to structure the acquisition in a manner that causes the governance documents pertaining thereto to not impose any obligations or liabilities upon the Lenders individually (such as indemnification obligations). For purposes of this Section 13.3, the term "Credit Bid" means an offer submitted by Collateral Agent (on behalf of the Agents and the Lenders) or the Lenders, as applicable, based upon the instruction of the Required Lenders, to acquire the property of any Loan Party or any portion thereof in exchange for and in full and final satisfaction of all or a portion (as determined by Collateral Agent (on behalf of the Agents and the Lenders), based upon the instruction of the Required Lenders, or the Lenders, as applicable) of the claims and Obligations under this Agreement and other Loan Documents.

. In the event that Ultimate Holdings fails to comply with the requirements of the financial covenant set forth in Section 10.3(a) or 10.3(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Ultimate Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Ultimate Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness

deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); *provided* that (i) such proceeds are actually received by Ultimate Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay Indebtedness of the Loan Parties and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 13.2. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 10.3(a) and 10.3(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 10.3(a) and/or Section 10.3(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 10.3(a) and 10.3(b).

ARTICLE XIV

AGENCY

Section 14.1 Appointment and Authorization. Each Lender hereby irrevocably (subject to Section 14.10) appoints, designates, and authorizes each Agent to take any action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise any powers and perform any duties as are expressly delegated to it, as applicable, by the terms of this Agreement or any other Loan Document, together with all powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, none of the Agents will have any duty or responsibility except those expressly set forth in this Agreement, nor will any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities are to be read into this Agreement or any other Loan Document or otherwise exist against such Agent, as applicable. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement and in other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, that term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 14.2 [Reserved].

Section 14.3 Delegation of Duties. Each Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees, or attorneys-in-fact and is entitled to advice of counsel and other consultants or experts concerning all matters pertaining

to those duties. No Agent will be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 14.4 Exculpation of Agents. None of the Agents and their respective directors, officers, employees, and agents (a) will be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth in this Agreement as determined by a final, non-appealable judgment by a court of competent jurisdiction), or (b) will be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any Affiliate of any Borrower, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement, or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability, or sufficiency of this Agreement or any other Loan Document (or the creation, perfection, or priority of any Lien or security interest therein), or for any failure of any Borrower or any other party to any Loan Document to perform its Obligations under this Agreement or under any other Loan Documents. None of the Agents is or will be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document or to inspect the properties, books, or records of any of the Loan Parties and their Subsidiaries and Affiliates.

The duties of each of the Administrative Agent and the Collateral Agent under the Loan Documents are solely mechanical and administrative in nature. The Administrative Agent and the Collateral Agent shall be entitled to request written instructions, or clarification of any instruction, from the Required Lenders (or, if the relevant Loan Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Administrative Agent and the Collateral Agent may refrain from acting unless and until it receives those written instructions or that clarification. In the absence of written instructions, the Administrative Agent or the Collateral Agent, as applicable, may act (or refrain from acting) as it considers to be in the best interests of the Lenders.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their respective duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or indemnity satisfactory to such Agent against, or security for, such risk or liability is not reasonably assured to such Agent. The Agents shall not be responsible in any manner for the validity, enforceability or sufficiency of this Agreement or the Loan Documents or any Collateral delivered, or for the value or collectability of any obligations or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Agent. The Agents shall not be bound to examine or inquire into or be liable for any defect or failure in the right or title of the grantors to all or any of the assets whether such defect or failure was known to the Agents or might have been discovered upon examination or inquiry and whether capable of remedy or not.

The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter.

The Agents shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct.

In no event shall any Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Agents shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents.

Except with respect to its own gross negligence or willful misconduct, no Agent shall be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any security document or any other instrument or document furnished pursuant thereto.

No Agent shall have responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. The Agents have no duty to monitor the value or rating of any Collateral on an ongoing basis.

Whenever in the administration of the Loan Documents any Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, may conclusively rely upon instructions from the Required Lenders.

Any Agent may request that the Required Lenders or other parties deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to the Loan Documents.

Money held by any Agent in trust hereunder need not be segregated from other funds except to the extent required by law. No Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed in writing.

Beyond the exercise of reasonable care in the custody thereof, no Agent shall have any duty as to any Collateral in its possession or control or in the possession or control of any agent or

bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and no Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. Each Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords similar collateral and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee.

No Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of such Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. No Agent shall have any duty to ascertain or inquire as to or monitor the performance or observance of any of the terms of the Loan Documents by any other Person.

In the event that, following a foreclosure in respect of any Mortgaged property, the Agent acquires title to any portion of such property or takes any managerial action of any kind in regard thereto in order to carry out any fiduciary or trust obligation for the benefit of another, which in such Agent's sole discretion may cause such Agent to be considered an "owner or operator" under the provisions of CERCLA or otherwise cause such Agent to incur liability under CERCLA or any other Federal, state or local law, such Agent reserves the right, instead of taking such action, to either resign as Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver.

Each Agent reserves the right to conduct an environmental audit prior to foreclosing on any real estate Collateral or mortgage Collateral. The Agents reserve the right to forebear from foreclosing in their own name if to do so may expose them to undue risk.

In no event shall any Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

For the avoidance of doubt and notwithstanding anything contrary in any Loan Document, in the event of inconsistency between the terms of this Agreement and any other Loan Document, the terms in this Agreement shall prevail.

Notwithstanding anything in the Loan Documents to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

Section 14.5 Reliance by Agents. Each Agent may rely, and will be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement, or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers), independent accountants, and other experts selected by such Agent. Each Agent will be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless such Agent first receives all advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify such Agent against any and all liability and expense which might be incurred by such Agent by reason of taking or continuing to take any such action. Each Agent will in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and each such request and any action taken or failure to act pursuant thereto will be binding upon each Lender. For purposes of determining compliance with the conditions specified in Section 12, each Lender that has signed this Agreement will be deemed to have consented to, approved, or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless any Agent has received written notice from that Lender prior to the proposed Closing Date specifying its objection thereto.

Section 14.6 Notice of Default. None of the Agents will be deemed to have knowledge or notice of the occurrence of any Event of Default or Default except with respect to defaults in the payment of principal, interest and fees required to be paid to such Agent for the account of the Lenders, unless such Agent has received written notice from a Lender or a Borrower referring to this Agreement, describing that Event of Default or Default and stating that that notice is a "notice of default." Each Agent shall promptly notify the Lenders of its receipt of any such notice. Each Agent shall take all such actions with respect to each such Event of Default or Default as requested by the Required Lenders in accordance with Section 13, but unless and until such Agent has received any such request, such Agent may (but will not be required to) take any action, or refrain from taking any action, with respect to any Event of Default or Default as such Agent deems advisable or in the best interest of the Lenders.

Section 14.7 Credit Decision. Each Lender acknowledges that none of the Agents has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties, will be deemed to constitute any representation or warranty by such Agent to any Lender as to any matter, including whether such Agent has disclosed material information in its possession. Each Lender represents to each Agent that it has, independently and without reliance upon such Agent and based on documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition, and

creditworthiness of the Loan Parties, and made its own decision to enter into this Agreement and to extend credit to Borrowers under this Agreement. Each Lender also represents to each Agent that it will, independently and without reliance upon such Agent and based on documents and information as it deems appropriate at the time, continue to make its own credit analysis, appraisals, and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make all investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition, and creditworthiness of Borrowers. Except for notices, reports and other documents expressly required in this Agreement to be furnished to the Lenders by any Agent, such Agent will not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of any Borrower which may come into the possession of such Agent.

Section 14.8 Indemnification. Whether or not the transactions contemplated by this Agreement are consummated, each Lender shall indemnify upon demand each Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities, except that no Lender will be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's own gross negligence or willful misconduct. No action taken in accordance with the directions of the Required Lenders will be deemed to constitute gross negligence or willful misconduct for purposes of this Section 14.8. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to in this Agreement, to the extent that such Agent is not reimbursed for any such expenses by or on behalf of Borrowers. The undertaking in this Section 14.8 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or modification, release or discharge of, any or all of the Collateral Documents, ~~expiration or termination of the Letters of Credit,~~ termination of this Agreement and the resignation or replacement of any Agent.

Section 14.9 Agents in their Individual Capacity. Each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Loan Parties and Affiliates as though such Person were not an Agent under this Agreement and without notice to or consent of any Lender. Each Lender acknowledges that, pursuant to those activities, the Person serving as an Agent or its Affiliates might receive information regarding Borrowers or their Affiliates (including information that is subject to confidentiality obligations in favor of any Borrower or any such Affiliate) and acknowledges that none of the Agents will be under any obligation to provide any such information to them. With respect to their Loans (if any),

each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates have the same rights and powers under this Agreement as any other Lender and may exercise the same as though such Person were not an Agent, and the terms "Lender" and "Lenders" include such Person and its Affiliates, to the extent applicable, in their individual capacities.

Section 14.10 Successor Agents. Any may resign as such upon 30 days' notice to the Lenders. If any Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of Borrower Representative (which may not be unreasonably withheld or delayed), appoint from among the Lenders a successor Agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of an Agent, such Agent may appoint, after consulting with the Lenders and Borrower Representative, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent under this Agreement, that successor agent will succeed to all the rights, powers, and duties of the retiring Agent and the term "Administrative Agent" or "Collateral Agent," as applicable, will mean that successor agent, and the retiring Agent's appointment, powers and duties as Agent will be terminated. After any retiring Agent's resignation under this Agreement as an Agent, the provisions of this Section 14.10 and Sections 15.5 and 15.17 will inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement. If no successor agent has accepted appointment as successor agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation will nevertheless thereupon become effective and the Required Lenders shall perform all of the duties of the retiring Agent under this Agreement until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

Section 14.11 Collateral Matters. Each Lender authorizes and directs Collateral Agent to enter into the Collateral Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) for the benefit of the Agents and the Lenders. Each Lender hereby agrees that, except as otherwise set forth in this Agreement, any action taken by any Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by such Agent or Required Lenders of the powers set forth in this Agreement or therein, together with all other powers as are reasonably incidental thereto, will be authorized by, and binding upon, all Lenders. Collateral Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender to take any action with respect to any Collateral (other than Collateral located in Mexico) or Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) which may be necessary to perfect and maintain perfected the Liens upon the Collateral granted pursuant to this Agreement and the such other Loan Documents. The Lenders irrevocably authorize Collateral Agent, at its option and in its discretion, to do any and all of the following: (a) to release any Lien granted to or held by Collateral Agent under any Collateral Document (other than the Mexican Collateral Agreements) (i) upon Payment in Full; (ii) upon property sold or to be sold or disposed of as part of or in connection with any disposition permitted under this Agreement (including the release of any Guarantor in connection with any such disposition); or (iii) subject to Section 15.1 if approved in writing by the Required Lenders; or (b) to subordinate its interest in any Collateral (other than Collateral located in Mexico) to any holder of a Lien on that Collateral which ~~is permitted by~~

~~Section 11.2(d)~~secures purchase money debt (it being understood that Collateral Agent may conclusively rely on a certificate from Borrower Representative in determining whether the Debt secured by any such Lien is permitted ~~by Section 11.1(d)~~hereunder). Upon request by Collateral Agent at any time, the Lenders will confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 14.11.

Section 14.12 Restriction on Actions by Lenders. Each Lender shall not, without the express written consent of each Agent, and shall, upon the written request of any Agent (to the extent it is lawfully entitled to do so), set-off against the Obligations, any amounts owing by that Lender to a Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with that Lender. Each Lender shall not, unless specifically requested to do so in writing by each Agent, take or cause to be taken any action, including the commencement of any legal or equitable proceedings, to foreclose any loan or otherwise enforce any security interest in any of the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions under this Agreement and the other Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) against the Loan Parties or any third party with respect to the Obligations or the Collateral may be taken by only Administrative Agent or Collateral Agent (at the direction of the Required Lenders or as otherwise permitted in this Agreement) or by their respective agents at the direction of such Agent.

Section 14.13 Administrative Agent May File Proofs of Claim.

14.13.1 In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to any Loan Party (including any Insolvency Proceeding), Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as expressed in this Agreement or by declaration or otherwise and irrespective of whether Administrative Agent has made any demand on Borrowers) may, by intervention in any such proceeding or otherwise, do any and all of the following:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and Administrative Agent and its respective agents and counsel and all other amounts due the Lenders and Administrative Agent under Article V, Sections ~~5,~~ 15.5 and 15.17) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

14.13.2 Any custodian, receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such proceeding is hereby authorized by each Lender to make all payments to Administrative Agent and, in the event that Administrative Agent consents to the making of such payments directly to the Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent

and its agents and counsel, and any other amounts due Administrative Agent under Article V, Sections 5, 15.5, and 15.17.

14.13.3 Nothing contained in this Agreement will be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 14.14 Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger," if any, has any right, power, obligation, liability, responsibility, or duty under this Agreement other than, in the case of any Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified has or is deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action under this Agreement.

Section 14.15 [Reserved].

Section 14.16 Mexican Powers of Attorney. The Administrative Agent agrees that it will not exercise any rights under any power of attorney granted under or in connection with the Mexican Loan Documents unless an Event of Default has occurred and is continuing.

ARTICLE XV

GENERAL

Section 15.1 Waiver; Amendments.

(a) No amendment, modification, or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents will be effective unless it is in writing and acknowledged by Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated in this Agreement with respect thereto or, in the absence of any such designation as to any provision of this Agreement, by the Required Lenders. Any amendment, modification, waiver, or consent will be effective only in the specific instance and for the specific purpose for which given.

(b) The Agents Fee Letter may be amended, waived, consented to, or modified by the parties thereto.

(c) No amendment, modification, waiver, or consent may extend or increase the Commitment of any Lender without the written consent of that Lender.

(d) No amendment, modification, waiver, or consent may extend the date scheduled for payment of any principal (excluding mandatory prepayments) of or interest on the Loans or any fees payable under this Agreement without the written consent of each Lender directly affected thereby.

(e) No amendment, modification, waiver, or consent may reduce the principal amount of any Loan, the rate of interest thereon, or any fees payable under this Agreement without the consent of each Lender directly affected thereby.

(f) No amendment, modification, waiver, or consent may do any of the following without the written consent of each Lender (i) release any Borrower or any Guarantor from its obligations, other than as part of or in connection with any disposition permitted under this Agreement, (ii) release all or any substantial part of the Collateral granted under the Collateral Documents (except as permitted by Section 14.11), (iii) change the definitions of Pro Rata Share or Required Lenders, any provision of this Section 15.1, ~~any provision of Section 13.3, or~~or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver, or consent.

(g) No provision of Sections 6.2.2, 6.3, or 7.2.2(b) with respect to the timing or application of mandatory prepayments of the Loans may be amended, modified, or waived without the consent of Lenders having a majority of the aggregate Pro Rata Shares of the Loans affected thereby.

(h) No provision of Section 14 or other provision of this Agreement affecting any Agent in its capacity as such may be amended, modified, or waived without the consent of such Agent.

(i) [Reserved]

(j) [Reserved]

(k) If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained is referred to as a "Non-Consenting Lender"), then, so long as Administrative Agent is not a Non-Consenting Lender, Administrative Agent and/or one or more Persons reasonably acceptable to Administrative Agent may (but will not be required to) purchase from that Non-Consenting Lender, and that Non-Consenting Lenders shall, upon Administrative Agent's request, sell and assign to Administrative Agent and/or any such Person, all of the Loans and Commitments of that Non-Consenting Lender for an amount equal to the principal balance of all such Loans and Commitments held by that Non-Consenting Lender and all accrued interest, fees, expenses, and other amounts then due with respect thereto through the date of sale, which purchase and sale will be consummated pursuant to an executed Assignment Agreement.

Section 15.2 Confirmations. Each Borrower and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with

a copy of each such confirmation to Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under that Note.

Section 15.3 Notices.

15.3.1 Generally. Except as otherwise provided in Section 2.2, all notices under this Agreement must be in writing (including facsimile transmission) and must be sent to the applicable party at its address shown on Annex B or at any other address as the receiving party designates, by written notice received by the other parties, as its address for that purpose. Notices sent by facsimile transmission will be deemed to have been given when sent; notices sent by mail will be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service will be deemed to have been given when received. For purposes of ~~Sections~~Section 2.2~~ and 2.2.2~~, Administrative Agent will be entitled to rely on written instructions from any person that Administrative Agent in good faith believes is an authorized officer or employee of Borrower Representative, and Borrowers shall hold Administrative Agent and each other Lender harmless from any loss, cost, or expense resulting from any such reliance.

15.3.2 Electronic Communications.

(a) Notices and other communications to any Lender under this Agreement may be delivered or furnished by electronic communication (including ~~e-mail~~email and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, but the foregoing does not apply to notices to any Lender pursuant to Section 2.2 if that Lender has notified Administrative Agent and Borrower Representative that it is incapable of receiving notices under Section 2.2 by electronic communication. Administrative Agent or any Loan Party may, in its respective sole discretion, agree to accept notices and other communications to it under this Agreement by electronic communications pursuant to procedures approved by it, and approval of any such procedures may be limited to particular notices or communications.

(b) Unless otherwise agreed by the sender and the intended recipient, (i) notices and other communications sent to an ~~e-mail~~email address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return ~~e-mail~~email, or other written acknowledgement), (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that the notice or communication is available and identifying the website address therefor; and (iii) for both clauses (i) and (ii) of this Section 15.3.2(b), any notice, ~~e-mail~~email or other communication that is not sent during the normal business hours of the intended recipient will be deemed to have been sent at the opening of business on the next Business Day for the intended recipient.

Section 15.4 Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, that determination or calculation will, to the extent applicable and except as otherwise specified in this Agreement, be

made in accordance with GAAP, consistently applied, but if Borrower Representative notifies Administrative Agent that Borrowers wish to amend any covenant in ~~Sections 10 or 11.12~~Article X (or any related definition) to eliminate or to take into account the effect of any change in GAAP on the operation of that covenant (or if Administrative Agent notifies Borrower Representative that the Required Lenders wish to amend ~~Sections 10 or 11.12~~Article X (or any related definition) for that purpose), then Borrowers' compliance with that covenant will be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either the applicable notice under this Section 15.4 is withdrawn or the applicable covenant (or related definition) is amended in a manner satisfactory to Borrowers and the Required Lenders.

Section 15.5 Costs, Expenses and Taxes. Each Loan Party, jointly and severally, shall pay on demand all reasonable out-of-pocket costs and expenses of each Agent (including Attorney Costs and Taxes) in connection with the preparation, execution, primary syndication, delivery and administration (including perfection and protection of any Collateral and the costs of IntraLinks (or other similar service), if applicable) of this Agreement, the other Loan Documents, and all other documents provided for in this Agreement or delivered or to be delivered under or in connection with this Agreement (including any amendment, supplement, or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby are consummated, including, without limitation, all documented out-of-pocket costs and expenses incurred pursuant to Section 10.2, and all reasonable out-of-pocket costs and expenses (including Attorney Costs and any Taxes) incurred by any Agent and each Lender after an Event of Default in connection with the collection of the Obligations or the enforcement of this Agreement the other Loan Documents or any such other documents or during any workout, restructuring, or negotiations in respect thereof; *provided*, *however*, that the Loan Parties shall not be liable for any stamp, documentary, recording, filing or similar Taxes that are Other Connection Taxes imposed with respect to an assignment of the Loans and Commitments (other than an assignment at the request of a Loan Party). In addition, each Loan Party shall pay, and shall save and hold harmless each Agent and the Lenders from all liability for, any fees of Loan Parties' auditors in connection with any reasonable exercise by such Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.5 will survive repayment of the Loans, cancellation of the Notes and termination of this Agreement.

Section 15.6 Assignments; Participations.

15.6.1 Assignments.

(a) Any Lender may at any time assign to one or more Persons (any such Person, an "Assignee") all or any portion of that Lender's Loans and Commitments, with the prior written consent of Administrative Agent and, other than for any assignment to an Eligible Assignee and so long as no Event of Default exists, Borrower Representative (which consent of Borrower Representative may not be unreasonably withheld or delayed). Except as Administrative Agent otherwise agrees, any such assignment must be in a minimum aggregate amount equal to ~~U.S.~~US$1,000,000 (which minimum will be ~~U.S.~~US$500,000 if the assignment is to an Affiliate of the assigning Lender) or, if less, the remaining Commitment and Loans held by the assigning Lender. Borrowers and Administrative Agent will be entitled to continue to deal solely and directly with the assigning Lender in connection with the interests so assigned to an Assignee until

Administrative Agent has received and accepted an effective assignment agreement in substantially the form of Exhibit J (an "Assignment Agreement") executed, delivered, and fully completed by the applicable parties thereto and a processing fee of ~~U.S.~~US$3,500. For so long as no Default or Event of Default shall have occurred and is continuing at the time of such assignment, the Borrowers shall not be required to pay to any assignee Lender amounts pursuant to Section 7.6 in excess of the amounts that the Borrowers would have been obligated to pay to the assigning Lender if the assigning Lender had not assigned such Loan to such assignee, unless the circumstances giving rise to such excess payment result from a Change in Law after the date of such assignment. Any attempted assignment not made in accordance with this Section 15.6.1 will be treated as the sale of a participation under Section 15.6.2.

(b) From and after the date on which the conditions described above have been met, (i) the Assignee will be deemed automatically to have become a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to that Assignee pursuant to the Assignment Agreement, will have the rights and obligations of a Lender under this Agreement, and (ii) the assigning Lender, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to that Assignment Agreement, will be released from its rights (other than its indemnification rights) and obligations under this Agreement. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning Lender) one or more Notes in accordance with Section 3.1 to reflect the amounts assigned to that Assignee and the amounts, if any, retained by the assigning Lender. Each such Note will be dated the effective date of the applicable assignment. Upon receipt by Administrative Agent of any such Note, the assigning Lender shall return to Borrower Representative any applicable prior Note held by it.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of that Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 15.6.1 will not apply to any such pledge or assignment of a security interest. No such pledge or assignment of a security interest will release a Lender from any of its obligations under this Agreement or substitute any such pledgee or assignee for that Lender as a party to this Agreement

15.6.2 Participations. Any Lender may at any time sell to one or more Persons participating interests in its Loans, Commitments or other interests under this Agreement (any such Person, a "Participant"), but solely to the extent that such Participant is not a Loan Party or an Affiliate of a Loan Party. In the event of a sale by a Lender of a participating interest to a Participant (a) that Lender's obligations under this Agreement will remain unchanged for all purposes, (b) Borrowers and Administrative Agent shall continue to deal solely and directly with that Lender in connection with that Lender's rights and obligations under this Agreement, and (c) all amounts payable by Borrowers will be determined as if that Lender had not sold that participation and will be paid directly to that Lender. No Participant will have any direct or indirect voting rights under this Agreement except with respect to any event described in Section 15.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation

agreement which that Lender enters into with any Participant. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant will be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, but that right of set-off is subject to the obligation of each Participant to share with the Lenders, and the Lenders shall share with each Participant, as provided in Section 7.5. Participant shall be entitled to the benefits of Section 7.6 or ~~8~~Article VIII to the same extent as if it were a Lender (but no Participant will be entitled to any greater compensation pursuant to Section 7.6 and ~~8~~Article VIII than would have been paid to the participating Lender on the date of participation if no participation had been sold), and each Participant must comply with Section 7.6.4 as if it were an Assignee.

Section 15.7 Register. (a) Administrative Agent shall maintain, and deliver a copy to Borrower Representative upon written request, a copy of each Assignment Agreement delivered and accepted by it and register (the "Register") for the recordation of names and addresses of the Lenders and the Commitment of, and principal amount of (and stated interest on) the Loans owing to, each Lender from time to time and whether that Lender is the original Lender or the Assignee. No assignment will be effective unless and until the Assignment Agreement is accepted and registered in the Register. All records of transfer of a Lender's interest in the Register will be conclusive, absent manifest error, as to the ownership of the interests in the Loans. Administrative Agent will not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register. It is the parties' intention that the Loans and Commitments be treated as registered obligations and in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, and that the right, title, and interest of the Lenders in and to those Loans and Commitments be transferable only in accordance with the terms of this Agreement.

(b) Each Lender that sells a participation to a Participant shall, acting solely for this purpose as an agent of each Borrower, maintain at one of its offices a register for the recordation of the names and addresses of each such Participant, and the Commitments of, and principal amount of (and stated interest on) the Loans owing to, such Participant (the "Participant Register"), but no Lender will be required to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans, Commitments, or its other obligations under any Loan Document) to any Person except to the extent that disclosure is required to establish that such a participation is in registered form (as described above). The entries in the Participant Register will be conclusive absent manifest error, and the applicable Lender shall treat each Person whose name is recorded in the Participant Register as the owner of that participation for all purposes of this Agreement notwithstanding any notice to the contrary.

Section 15.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 15.9 Confidentiality. As required by federal law and Administrative Agent's policies and practices, Administrative Agent may need to obtain, verify, and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services. Administrative Agent and each Lender

shall use commercially reasonable efforts (equivalent to the efforts Administrative Agent or that Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to them by any Loan Party hereunder and designated as confidential, except that Administrative Agent and each Lender may disclose any information as follows: (a) to Persons employed or engaged by Administrative Agent or that Lender or that Lender's Affiliates or Approved Funds in evaluating, approving, structuring, or administering the Loans and the Commitments, (b) to any assignee or participant or potential assignee or participant that has agreed to comply with the covenant contained in this Section 15.9 (and any such assignee or participant or potential assignee or participant may disclose any such information to Persons employed or engaged by them as described in clause (a) of this Section 15.9, (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Administrative Agent or that Lender to be compelled by any court decree, subpoena, or legal or administrative order or process, but Administrative Agent or that Lender, as applicable, shall (i) use reasonable efforts to give the applicable Loan Party written notice prior to disclosing the information to the extent permitted by that requirement, request, court decree, subpoena, or legal or administrative order or process, and (ii) disclose only that portion of the confidential information as Administrative Agent or that Lender reasonably believes, or as counsel for Administrative Agent or that Lender, as applicable, advises Administrative Agent or that Lender, that it must disclose pursuant to that requirement, (d) as Administrative Agent or that Lender reasonably believes, or on the advice of Administrative Agent's or that Lender's counsel, is required by law, (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Administrative Agent or that Lender is a party, (f) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to that Lender, (g) to that Lender's independent auditors and other professional advisors as to which that information has been identified as confidential, or (h) if that information ceases to be confidential through no fault of Administrative Agent or any Lender. Notwithstanding the foregoing, Borrowers consent to the publication by Administrative Agent or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, and Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. If any provision of any confidentiality agreement, non-disclosure agreement, or other similar agreement between any Borrower and any Lender conflicts with or contradicts this Section 15.9 with respect to the treatment of confidential information, then this Section 15.9 will supersede all such prior or contemporaneous agreements and understandings between the parties.

Section 15.10 Severability. Whenever possible each provision of this Agreement is to be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of that prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Agreement. All obligations of the Loan Parties and rights of the Agents and the Lenders, in each case, expressed in this Agreement or in any other Loan Document are in addition to, and not in limitation of, those provided by applicable law.

Section 15.11 Nature of Remedies. All Obligations of the Loan Parties and rights of Agents and the Lenders expressed in this Agreement or in any other Loan Document are in addition to and not in limitation of those provided by applicable law. No failure to exercise, and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15.12 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties to this Agreement and supersedes all prior or contemporaneous agreements and understandings of all such Persons, verbal or written, relating to the subject matter hereof and thereof (except as relates to the fees described in Section 5.1) and any prior arrangements made with respect to the payment by the Loan Parties of (or any indemnification for) any fees, costs, or expenses payable to or incurred (or to be incurred) by or on behalf of the Agents or the Lenders.

Section 15.13 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders will be deemed to be originals.

Section 15.14 Successors and Assigns. This Agreement binds the Loan Parties, the Lenders, the Agents, and their respective successors and assigns and will inure to the benefit of the Loan Parties, the Lenders, and the Agents and the successors and assigns of the Lenders and the Agents. No other Person is or is intended to be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Loan Party may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of each Agent and each Lender.

Section 15.15 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 15.16 Customer Identification – USA ~~Patriot~~PATRIOT Act Notice. Each Lender (each for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the ~~Patriot~~USA PATRIOT Act, it is required to obtain, verify, and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow that Lender to identify the Loan Parties in accordance with the ~~Patriot~~USA PATRIOT Act.

Section 15.17 INDEMNIFICATION BY LOAN PARTIES. In consideration of the execution and delivery of this Agreement by the Agents and the Lenders and the agreement to extend the Commitments provided under this Agreement, each Borrower hereby agrees to indemnify, exonerate, and hold harmless each Agent, each Lender and each of the officers, directors, employees, Affiliates, agents, and Approved Funds of each Agent and each Lender

(each, a "Lender Party" or "Indemnitee") from and against any and all actions, causes of action, suits, losses, liabilities, damages, and expenses, including Attorney Costs (collectively, the "Indemnified Liabilities"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of Equity Interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans; (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Substance at any property owned or leased by any Loan Party; (c) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Loan Party or the operations conducted thereon; (d) the investigation, cleanup or remediation of offsite locations at which any Loan Party or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Substances; or (e) the execution, delivery, performance, or enforcement of this Agreement or any other Loan Document by any of the Lender Parties, in each case except for any such Indemnified Liabilities arising on account of the applicable Lender Party's gross negligence or willful misconduct as determined by a final, non-appealable judgment by a court of competent jurisdiction. If and to the extent that the foregoing undertaking is unenforceable for any reason, each Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. All obligations provided for in this Section 15.17 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or any modification, release, or discharge of, any or all of the Collateral Documents and termination of this Agreement. This Section 15.17 shall not apply with respect to Taxes other than any Taxes that represent Indemnified Liabilities arising from any non-Tax claim.

Section 15.18 Nonliability of Lenders. The relationship between Borrowers on the one hand and the Lenders and the Agents on the other hand is solely that of borrower and lender. Neither any Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and the Agents and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither any Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Each Loan Party agrees, on behalf of itself and each other Loan Party, that neither any Agent nor any Lender has any liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission, or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that those losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. No Lender Party will be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement. No Lender Party will have any liability with respect to, and each Loan Party, on behalf of itself and each other Loan Party, hereby waives, releases, and agrees not to sue for, any special, punitive, exemplary, indirect, or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Each Loan Party acknowledges that it has been advised by

counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders.

Section 15.19 FORUM SELECTION AND CONSENT TO JURISDICTION.

(a) Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document (except for the Mexican Loan Documents, which shall be governed under their own terms), will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court of the Southern District of New York. Each party hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court of the Southern District of New York for the purpose of any such litigation as set forth above and waives any right to any other jurisdiction to which each such party may be entitled to by reason of their present or future domicile or otherwise.

(b) Each Mexican Loan Party hereby irrevocably designated and appoints (i) IT Global Holding LLC (the "Process Agent"), with an office on the date hereof at 222 Urban Towers, Suite 1650 E, Irving, TX 75039 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in clause (a); and (ii) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by ~~Applicable Law~~applicable law, the enforcement of any judgment based thereon. Each Mexican Loan Party shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Mexican Loan Party shall, by an instrument reasonably satisfactory to the ~~Administrative Agent~~Required Lenders, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the ~~Administrative Agent~~Required Lenders. Each Mexican Loan Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(c) Each Loan Party further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Loan Party hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

Section 15.20 WAIVER OF JURY TRIAL. **EACH LOAN PARTY, EACH AGENT, AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, AND ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MIGHT IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY**.

Section 15.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any ~~Bail in~~Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in that EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE XVI

JOINT AND SEVERAL LIABILITY

Section 16.1 Joint and Several Liability

16.1.1 Each Loan Party and each Person comprising a Loan Party hereby acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements, and other terms contained in this Agreement are applicable to and binding upon each Person comprising a Loan Party unless expressly otherwise stated in this Agreement.

16.1.2 Each Loan Party is jointly and severally liable for all of the Obligations of each other Loan Party, regardless of which Loan Party actually receives the proceeds or other benefits of the Loans or other extensions of credit under this Agreement or the manner in which Loan Parties, any Agent, or any Lender accounts therefor in their respective books and records.

16.1.3 Each Loan Party acknowledges that it shall enjoy significant benefits from the business conducted by each other Loan Party because of, inter alia, their combined ability

to bargain with other Persons, including, without limitation, their ability to receive the Loans and other credit extensions under this Agreement and the other Loan Documents which would not have been available to any Loan Party acting alone. Each Loan Party has determined that it is in its best interest to procure the credit facilities contemplated under this Agreement, with the credit support of each other Loan Party as contemplated by this Agreement and the other Loan Documents.

16.1.4 Each of the Agents and the Lenders have advised each Loan Party that it is unwilling to enter into this Agreement and the other Loan Documents and make available the credit facilities extended hereby or thereby to any Loan Party unless each Loan Party agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Loan Party. Each Loan Party has determined that it is in its best interest and in pursuit of its purposes that it so induce the Lenders to extend credit pursuant to this Agreement and the other documents executed in connection with this Agreement (a) because of the desirability to each Loan Party of the credit facilities under this Agreement and the interest rates and the modes of borrowing available under this Agreement and under those other documents; (b) because each Loan Party might engage in transactions jointly with other Loan Parties; and (c) because each Loan Party might require, from time to time, access to funds under this Agreement for the purposes set forth in this Agreement. Each Loan Party, individually, expressly understands, agrees, and acknowledges that the credit facilities contemplated under this Agreement would not be made available on the terms of this Agreement in the absence of the collective credit of all the Loan Parties, and the joint and several liability of all the Loan Parties. Accordingly, each Loan Party acknowledges that the benefit of the accommodations made under this Agreement to the Loan Parties, as a whole, constitutes reasonably equivalent value, regardless of the amount of the indebtedness actually borrowed by, advanced to, or the amount of credit provided to, or the amount of collateral provided by, any one Loan Party.

16.1.5 To the extent that applicable law otherwise would render the full amount of the joint and several obligations of any Loan Party under this Agreement and under the other Loan Documents invalid or unenforceable, such Person's obligations under this Agreement and under the other Loan Documents shall be limited to the maximum amount that does not result in any such invalidity or unenforceability, but each Loan Party's obligations under this Agreement and under the other Loan Documents shall be presumptively valid and enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 16 were not a part of this Agreement.

16.1.6 To the extent that any Loan Party makes a payment under this Section 16 of all or any of the Obligations (a "Joint Liability Payment") that, taking into account all other Joint Liability Payments then previously or concurrently made by any other Loan Party, exceeds the amount that Loan Party would otherwise have paid if each Loan Party had paid the aggregate Obligations satisfied by those Joint Liability Payments in the same proportion that such Person's Allocable Amount (as determined immediately prior to those Joint Liability Payments) bore to the aggregate Allocable Amounts of each Loan Party as determined immediately prior to the making of those Joint Liability Payments, then, following payment in full in cash of the Obligations (other than contingent indemnification Obligations not then asserted) and the termination of the Commitments, that Loan Party shall be entitled to receive contribution and

indemnification payments from, and be reimbursed by, each other Loan Party for the amount of that excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to the applicable Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Loan Party is equal to the maximum amount of the claim that could then be recovered from that Loan Party under this Section 16 without rendering that claim voidable or avoidable under § 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

16.1.7 Each Loan Party assumes responsibility for keeping itself informed of the financial condition of each other Loan Party, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of each other Loan Party's Obligations, and of all other circumstances bearing upon the risk of nonpayment by each other Loan Party of its Obligations, and each Loan Party agrees that neither any Agent nor any Lender has or shall have any duty to advise that Loan Party of information known to any Agent or any Lender regarding any such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If any Agent or any Lender, in its discretion, undertakes at any time or from time to time to provide any such information to a Loan Party, neither any Agent nor any Lender shall be under any obligation to update any such information or to provide any such information to that Loan Party or any other Person on any subsequent occasion.

16.1.8 Subject to Section 15.1, Administrative Agent upon written direction from the Required Lenders is hereby authorized to, at any time and from time to time, to do any and all of the following: (a) in accordance with the terms of this Agreement, renew, extend, accelerate, or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Loan Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Loan Party and delivered to Administrative Agent or any Lender; (b) accept partial payments on an Obligation incurred by any Loan Party; (c) take and hold security or collateral for the payment of an Obligation incurred by any Loan Party under this Agreement or for the payment of any guaranties of an Obligation incurred by any Loan Party or other liabilities of any Loan Party and exchange, enforce, waive, and release any such security or collateral; (d) in accordance with the terms of the Loan Documents, apply any such security or collateral and direct the order or manner of sale thereof; and (e) with the prior consent of the Lenders, settle, release, compromise, collect, or otherwise liquidate an Obligation incurred by any Loan Party and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Loan Party. In accordance with the terms of this Agreement, ~~Administrative Agent has~~the Required Lenders have the exclusive right to determine the time and manner of application of any payments or credits, whether received by the Administrative Agent from a Borrower or any other source, and any such determination shall be binding on each Loan Party. In accordance with the terms of this Agreement, all such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Loan Party as the Required Lenders determine in their discretion and instruct the Administrative Agent~~ determines in its discretion~~, without affecting the validity or enforceability of the Obligations of any other Loan Party. Nothing in this Section 16.1.8 modifies any right of any Loan Party or any Lender to consent to any amendment

or modification of this Agreement or the other Loan Documents in accordance with the terms hereof or thereof.

16.1.9 Each Loan Party hereby agrees that, except as otherwise expressly provided in this Agreement, its obligations under this Agreement are and shall be unconditional, irrespective of (a) the absence of any attempt to collect an Obligation incurred by any Loan Party from any Loan Party or any guarantor or other action to enforce the same; (b) failure by Collateral Agent or Lenders, as applicable, to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Loan Party; (c) any Insolvency Proceeding by or against any Loan Party, or any Agent's or any Lender's election in any such proceeding of the application of § 1111(b)(2) of the Bankruptcy Code; (d) any borrowing or grant of a security interest by any Loan Party as debtor-in-possession under § 364 of the Bankruptcy Code; (e) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of any Agent's or any Lender's claim(s) for repayment of any of an Obligation incurred by any Loan Party; or (f) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor unless that legal or equitable discharge or defense is that of a Loan Party in its capacity as a Loan Party.

16.1.10 Any notice given by Borrower Representative under this Agreement shall constitute and be deemed to be notice given by all Loan Parties, jointly and severally. Notice given by any Agent or any Lender to Borrower Representative under this Agreement or pursuant to any other Loan Documents in accordance with the terms of this Agreement or of any applicable other Loan Document shall constitute notice to each Loan Party. The knowledge of any Loan Party shall be imputed to all Loan Parties and any consent by Borrower Representative or any Loan Party shall constitute the consent of, and shall bind, all Loan Parties.

16.1.11 This Section 16 is intended only to define the relative rights of Loan Parties and nothing set forth in this Section 16 is intended to or shall impair the obligations of Loan Parties, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 16 limits the liability of any Loan Party to pay the credit facilities made directly or indirectly to that Loan Party and accrued interest, fees, and expenses with respect thereto for which that Loan Party is primarily liable.

16.1.12 The parties to this Agreement acknowledge that the rights of contribution and indemnification under this Section 16 constitute assets of each Loan Party to which any such contribution and indemnification is owing. The rights of any indemnifying Loan Party against the other Loan Parties under this Section 16 shall be exercisable upon the full and payment of the Obligations, and the termination of the Commitments.

16.1.13 No payment made by or for the account of a Loan Party, including, without limitation, (a) a payment made by that Loan Party on behalf of an Obligation of another Loan Party, or (b) a payment made by any other Person under any guaranty, shall entitle that Loan Party, by subrogation or otherwise, to any payment from that other Loan Party or from or out of property of that other Loan Party and that Loan Party shall not exercise any right or remedy against that other Loan Party or any property of that other Loan Party by reason of any performance of

that Loan Party of its joint and several obligations hereunder, until, in each case, the termination of the Commitments, the expiration, termination, or Cash Collateralization of all ~~Letters~~letters of ~~Credit~~credit, and Payment in Full of all Obligations (other than contingent indemnification Obligations not then asserted).

ARTICLE XVII

APPOINTMENT OF BORROWER REPRESENTATIVE

17.1.1 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents) from the Lenders in the name or on behalf of that Loan Party. Administrative Agent may disburse those proceeds to the bank account of Borrower Representative (or any other Borrower) without notice to any other Borrower or any other Loan Party.

17.1.2 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes the Borrower Representative as its agent to (a) receive statements of account and all other notices from Administrative Agent with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (b) execute and deliver Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Loan Party under this Agreement or the other Loan Documents; and (c) otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents.

17.1.3 The authorizations contained in this Section 17 are coupled with an interest and are irrevocable until Payment in Full or a change pursuant to Section 17, and Administrative Agent may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower or other Loan Party as if the same were supplied, made or taken by that Borrower or Loan Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Loan Parties to join in the execution of any writing in connection with this Agreement will not relieve any Borrower or other Loan Party from obligations in respect of that writing.

17.1.4 No purported termination of or change in the appointment of Borrower Representative as agent will be effective without the prior written consent of Administrative Agent.

ARTICLE XVIII

CONVERSION RIGHTS

Section 18.1 Conversion on the Maturity Date. Subject to Section 18.3, each Tranche A-1 Lender, Tranche A-2 Lender, Tranche C Lender, Tranche D Lender and Tranche E Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on ~~any date beginning on December 15, 2022 (~~the Maturity Date applicable to such Lender's Tranche A-1 Loans, Tranche A-2 Loans, Tranche C Loans, Tranche D Loans or Tranche E Loans, as applicable (such Maturity Date, a "Maturity Conversion Date"). In order to exercise its conversion rights under this Section 18.1, ~~a~~such Tranche A-1 Lender, Tranche A-2 Lender, Tranche C Lender, Tranche D Lender or Tranche E Lender must provide written notice (a "Maturity Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the Maturity Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.1. Subject to Section 18.3, all of the Outstanding Obligations due to any Tranche B-1 Lender or Tranche B-2 Lender shall automatically convert into Conversion Payment Shares on the Maturity Date applicable to such Lender's Tranche B-1 Loans or Tranche B-2 Loans, as applicable, without any notice or election by such Lender.

~~Section 18.2 Early Conversion.~~

~~18.2.1 Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares immediately after the closing time of the Applicable Follow-On Offering (the "Offering Conversion Date"). The Company shall provide written notice to the Lenders of the Offering Conversion Date on or prior to the second Business Day immediately preceding such date. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Offering Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the applicable Offering Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.~~

Section 18.2 Early Conversion~~18.2.2~~. Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares ~~on~~at any ~~date Ultimate Holdings specifies as an Optional Conversion Date with respect to all Lenders~~time. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Optional Conversion Notice"), which shall be irrevocable, to Ultimate Holdings ~~on or prior to the second Business Day immediately preceding the applicable Optional Conversion Date~~ specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

Section 18.3 Limitation on ~~Delivery of~~ Conversion ~~Payment Shares~~. Notwithstanding anything contained herein to the contrary, ~~(a) the aggregate number of Conversion Payment Shares~~

~~issued pursuant to~~no conversion under Section 18.1 ~~and~~or Section 18.2 shall be ~~limited to the Conversion Cap, with a *pro rata* portion (based on the portion of the aggregate Outstanding Obligations due to such Lender) of such Conversion Cap being applicable to each converting Lender on a Maturity Conversion Date, for purposes of Section 18.1, the Offering Conversion Date, for purposes of Section 18.2.1, or the Optional Conversion Date, for purposes of Section 18.2.2, and any portion of the Conversion Cap not utilized on the Applicable Conversion Date by non-converting Lenders shall be re-allocated *pro rata* among the converting Lenders, (b) no Conversion Payment Shares shall be issued to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant if such issuance would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market and (c) no Conversion Payment Shares shall be issued to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange), and, in each case, the portion of the Outstanding Obligations with respect to which Conversion Payment Shares cannot be delivered shall be deemed to not have been converted; provided, that the foregoing limitations in clauses (a), (b) and (c) shall not apply to the extent that~~ effective unless Ultimate Holdings has received (or is deemed to have obtained) the Requisite Shareholder Approval prior to the Applicable Conversion Date to the extent required under the rules of the Applicable Exchange with respect to a conversion of Outstanding Obligations. If a conversion under Section 18.1 is not effective pursuant to this Section 18.3, the applicable Loans will convert as provided under Section 18.1 to the extent the Applicable Exchange Rules allow and the remainder of the Loan will mature on the applicable Maturity Date as if Section 18.1 did not apply to such remainder. If a conversion under Section 18.2 is not effective pursuant to this Section 18.3, the applicable Optional Conversion Notice shall be deemed null and void but Section 18.2 shall continue to apply to any future conversions. Ultimate Holdings ~~receives~~hereby agrees to use its best efforts to obtain the Requisite Shareholder Approval~~.~~ (which may be deemed Requisite Shareholder Approval under the definition thereof) by the earlier of (a) the AgileThought, Inc. 2023 Annual Meeting of Stockholders or (b) May 15, 2023; provided however, that Ultimate Holdings hereby agrees to request from the Applicable Exchange as promptly as is commercially reasonable after the Amendment No. 4 Effective Date an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of the Outstanding Obligations (both in the aggregate and with respect to any individual Lender).

Section 18.4 Conversions Generally. Upon a Converting Lender's receipt of the Conversion Payment Shares required to be delivered to such Converting Lender under Section 18.1 or Section 18.2, the Outstanding Obligations owed to such Converting Lender that have been converted shall be deemed to have Paid in Full.

Section 18.5 Mergers. Notwithstanding anything to the contrary herein, Ultimate Holdings may not consummate any (i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination), (ii) any consolidation, merger or combination or similar transaction involving Ultimate Holdings, (iii) any sale, lease or other transfer to a third party of the consolidated assets of Ultimate Holdings and Ultimate Holdings' Subsidiaries substantially as an entirety, or (iv) any statutory share exchange

(any such event, a "Merger Event") unless the resulting, surviving or transferee Person (the "Successor Company"), if not Ultimate Holdings, shall expressly assume all of the obligations of Ultimate Holdings under this Article XVIII; *provided, however*, that nothing in this Section 18.5 shall be construed to permit any event or transaction otherwise prohibited under this Agreement.

Section 18.6 Effect of Recapitalizations, Reclassifications and Changes of the Common Stock.

18.6.1 In the case of: any Merger Event as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof), at and after the effective time of such Merger Event, (a) the right to convert Outstanding Obligations in Conversion Payment Shares shall be changed into a right to convert such Outstanding Obligations into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that holders of shares of Common Stock are entitled to receive (the "Reference Property," with each "unit of Reference Property" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and (b) unless context requires otherwise, all references to "Common Stock" hereunder shall be deemed references to the Reference Property. At and after the effective time of any such Merger Event, any shares of Common Stock that Ultimate Holdings would have been required to deliver upon conversion of the Outstanding Obligations under Article XVIII shall instead be deliverable in Reference Property.

18.6.2 If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then (i) the Reference Property into which the Outstanding Obligations will be convertible shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of Common Stock, and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock.

18.6.3 If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets of a Person other than Ultimate Holdings or the successor or purchasing corporation (excluding, for the avoidance of doubt, cash paid by such surviving company, successor or purchaser corporation, as the case may be, in such Merger Event), then such other Person shall execute such documentation with respect to the conversion of Outstanding Obligations as the Lenders and Ultimate Holdings in good faith determine to be commercially reasonable. The definitive agreement with respect to any Merger Event shall include such additional provisions as are reasonably necessary to protect the conversion rights of the Lenders under this Article XVIII.

18.6.4 If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is a Public Issuer, such Successor Issuer shall grant to each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted to any other Person in connection with such Merger Event. If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is not a Public

Issuer, such Successor Issuer shall grant each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted in connection with such Merger Event to any other holder of the shares; *provided* that in no event shall such registration rights be less favorable to any Lender than the registration rights set forth in any Registration Rights Agreement then in effect. Following the consummation of any Merger Event in which Ultimate Holdings is not the Successor Issuer, all references in this Article XVIII to Ultimate Holdings shall be deemed replaced with references to the Successor Issuer.

18.6.5 Ultimate Holdings shall provide written notice of any Merger Event to the Lenders as promptly as practicable after the public announcement thereof.

18.6.6 Ultimate Holdings shall not become a party to any Merger Event unless its terms are consistent with this Section 18.6 and this Section 18.6 shall similarly apply to successive Merger Events.

18.6.7 If any change in the number, type or classes of the securities into which the Outstanding Obligations are convertible shall occur between the date hereof and any applicable Maturity Date by reason of reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, distribution of shares, or any stock dividend, the Applicable Price shall be appropriately and proportionately adjusted to reflect such change. In addition, if any other dividend or distribution is made by the Company, then, as of the date of such dividend or distribution, the Applicable Price shall be adjusted using an adjustment factor customary for public company convertible instruments.

Section 18.7 Delivery of Conversion Payment Shares. Ultimate Holdings shall deliver any Conversion Payment Shares required to be delivered to a Lender under this Article XVIII ~~no later than the second Business Day immediately following the Applicable~~ on the earlier of the applicable Maturity Date with respect to the Loans being converted and the applicable Optional Conversion Date. The Conversion Payment Shares will be issued in book-entry form and issued and delivered to the transfer agent for Ultimate Holdings and identified by restricted legends identifying the Conversion Payment Shares as restricted securities. A Converting Lender shall be deemed to be the holder of record of such Conversion Payment Shares as of 5:00 p.m. (New York City time) on the date the Conversion Payment Shares are required to be issued and delivered to the Converting Lender under this Section 18.7.

Section 18.8 Reservation of Shares; Listing. Ultimate Holdings shall~~, as of the applicable Closing Date, authorize and reserve 2,098,545 shares of Common Stock for issuance upon conversion of Outstanding Obligations as Conversion Payment Shares and shall at all times~~ keep reserved a sufficient number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations ~~(after taking into account the Conversion Cap, to the extent then applicable) based on an Applicable Price determined as if the last calendar day of the preceding calendar quarter was an Applicable Conversion Date~~. No later than the Business Day immediately following any Applicable Conversion Date, Ultimate Holdings shall take all action necessary, including amending its governing documents, to authorize and reserve sufficient Conversion Payment Shares such that (a) all Conversion Payment Shares required to be delivered by Ultimate

Holdings in connection with such Applicable Conversion Date (1) shall be duly and validly authorized, reserved and available for issuance on or prior to the date such Conversion Payment Shares are delivered to any Converting Lender in accordance with Section 18.4 and (2) shall, upon issuance, be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable securities laws and (b) the issuance of such Conversion Payment Shares shall not be subject to any preemptive or similar rights. On or prior to the ~~applicable Closing~~Amendment No. 4 Effective Date, Ultimate Holdings shall provide notice to the Nasdaq Capital Market with respect to the listing of a number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations ~~(after taking into account the Conversion Cap, to the extent then applicable)~~. Ultimate Holdings shall use its best efforts to effect and maintain the listing on a Permitted Exchange of its Common Stock.

Section 18.9 Calculations. Ultimate Holdings and any Converting Lenders shall, acting in good faith and in a commercially reasonable manner, jointly determine the number of Conversion Payment Shares with respect to any Conversion; *provided* that if Ultimate Holdings and such Converting Lenders cannot promptly agree on the number of Conversion Payment Shares with respect to such Conversion then they shall use their good faith efforts to jointly appoint a Calculation Agent to determine such number with respect to such Conversion; *provided, further*, that any failure to agree or related delay in the calculation of the number of Conversion Payment Shares shall extend the time provided for delivery of the any disputed number of Conversion Payment Shares (but, for the avoidance of doubt, not the number of Conversion Payment Shares not in dispute) until the second Business Day following the determination of the calculation as provided in this Section 18.9, and such extension or delay in payment with respect to the disputed portion of Conversion Payment Shares shall not be deemed a breach of any provision of this Agreement. If Ultimate Holdings and any Converting Lenders are not able to promptly agree on a Calculation Agent with respect to a Conversion, then Ultimate Holdings shall appoint one Calculation Agent and the Converting Lenders shall appoint a second Calculation Agent and such appointed Calculation Agents shall each promptly determine the number of Conversion Payment Shares for such Conversion and the Conversion Payment Shares for such Conversion shall be deemed to be the average of the amounts determined by such Calculation Agents or, if only one Calculation Agent provides a determination of the Conversion Payment Shares prior to the date Conversion Payment Shares are required to be delivered in connection with the relevant Conversion, the number of Conversion Payment Shares determined by such Calculation Agent. Any determination of the Conversion Payment Shares pursuant to the terms of this Section 18.9 shall be final absent manifest error. All calculations under this Article XVIII shall be rounded to the nearest 1/10,000th, with 0.00005 rounded up to 0.0001; *provided* that the number of Conversion Payment Shares to be delivered to any Converting Lender shall be rounded up the nearest whole number.

Section 18.10 Conversion Information. Ultimate Holdings shall use commercially reasonable efforts to promptly provide any information to any Lender, or any Calculation Agent for purposes of Section 18.9, that such Lender or Calculation Agent determines in good faith to be reasonably necessary to make any calculations under this Article XVIII.

Section 18.11 Taxes. Ultimate Holdings shall pay any and all transfer, stamp and similar Taxes imposed by, or levied by or on behalf of, any governmental authority or agency having the power to tax that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Converting Lender in connection with any Conversion. For the avoidance of doubt, Ultimate Holdings shall not be responsible for any such transfer, stamp and similar Taxes that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Person that is not the Converting Lender, including any nominee, assignee or transferee of the Converting Lender, if such Taxes would not have been imposed or be payable had the Conversion Payment Shares been issued in the name of the Converting Lender.

Section 18.12 Peso Loans. Conversions of Outstanding Obligations hereunder shall be made by reference to the Dollar amount thereof. In the case of any Outstanding Obligations denominated in Pesos, the Dollar amount thereof shall be determined by reference to the Conversion Rate as of the relevant Applicable Conversion Date.

Section 18.13 Additional Definitions. When used in this Article XVIII, the following terms shall have the following meanings:

"Applicable Conversion Date" means, (a) with respect to a conversion by a Lender under Section 18.1, the ~~date such Lender delivered a~~ Maturity ~~Conversion Notice to Ultimate Holdings,~~Date applicable to such Lender's Loans, and (b) with respect to a conversion by a Lender under Section ~~18.2.1, if the Lender delivered an Offering Conversion Notice to Ultimate Holdings, then the Offering Conversion Date and (c) with respect to a conversion by a Lender under Section 18.2.2, if the Lender delivered an Optional Conversion Notice to Ultimate Holdings, then~~18.2, the applicable Optional Conversion Date.

"Applicable Exchange" means, at any time, the principal United States exchange on which the Common Stock is then listed.

~~"Applicable Follow-On Offering" means the first underwritten public offering of Common Stock following the initial Closing Date.~~

~~"Applicable Follow-On Price" means the price per share of Common Stock paid by the purchasers in the Applicable Follow-On Offering.~~

"Applicable Price" means~~, with respect to an Applicable Conversion Date, the Market Value; provided, however, that if the Outstanding Obligations are being converted under Section 18.2.1, then the "Applicable Price" with respect to a Conversion under Section 18.2.1 shall be the "Applicable Follow-On Price," provided that Ultimate Holdings has received from the Applicable Exchange an interpretation of the applicable listing standards of the Applicable Exchange indicating that conversion at the Applicable Follow-On Price would not require shareholder approval (and Ultimate Holdings shall seek such interpretation as promptly as is commercially reasonable after the initial Closing Date)~~ U.S.$4.64; and provided further that notwithstanding anything to the contrary, a Converting Lender and Ultimate Holdings may agree in writing to use any Applicable Price with respect to any Conversion by such Converting Lender, subject to compliance with any Requirement of Law, including the rules and regulations of the

Applicable Exchange. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, the Applicable Price will be with respect to one unit of Reference Property.

"Calculation Agent" means a leading international financial institution that is not an Affiliate of Ultimate Holdings or any Lender.

"Common Stock" means Class A Common Stock, $0.0001 par value per share, of Ultimate Holdings.

"Conversion" means the exercise (including automatic exercise) of a conversion right under Section 18.1 or Section 18.2 by any Lender.

~~"Conversion Cap" means 2,098,545 shares of Common Stock.~~

"Conversion Payment Shares" means, with respect to any Conversion by a Lender, a number of shares of Common Stock equal to the portion of such Lender's Outstanding Obligations being converted *divided by* the Applicable Price with respect to the relevant Applicable Conversion Date. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, each Conversion Payment Share will be deemed replaced with one unit of Reference Property.

"Converting Lender" means, with respect to any conversion of Outstanding Obligations, the Lender that has elected to convert under Section 18.1 or Section 18.2.

"Market Disruption Event" means (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts traded on any U.S. exchange relating to the Common Stock.

~~"Market Value" means the consolidated closing bid price of one share of Common Stock as of 4:00 p.m., New York City time, on the Trading Day immediately preceding the Applicable Conversion Date, as provided by the Nasdaq representative for Ultimate Holdings at the Nasdaq Market Intelligence Desk (or such similar definition of the Applicable Exchange).~~

"Optional Conversion Date" means, with respect to a Lender, the ~~date specified as such for purposes of Section 18.2 by Ultimate Holdings in a~~ second Scheduled Trading Date following the date such Lender delivers written notice to ~~such Lender~~Ultimate Holdings electing to convert under Section 18.2.

"Outstanding Obligations" means the then-outstanding aggregate principal amounts of the Loans (including any interest previously capitalized and added to principal),

together with any accrued interest to, but excluding, the Applicable Conversion Date and any fees payable pursuant to Section 5.2 hereof.

"Permitted Exchange" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (or any of their respective successors).

"Public Issuer" means a Successor Issuer in a Merger Event a class of whose common stock or equivalent Equity Interests is listed or admitted for trading on a Permitted Exchange.

"Requisite Shareholder Approval" means advance shareholder approval with respect to the issuance of Conversion Payment Shares upon conversion of the Outstanding Obligations (a) ~~in excess of the limitations imposed by the Conversion Cap, (b)~~ to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant for issuances that would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market ~~or~~; (~~c~~b) to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange); (c) to the extent such issuance would be a "20% Issuance" at a price that is less than the "Minimum Price" pursuant to, and as such terms are defined under, Rule 5635(c) of the Nasdaq Stock Market; and (d) as otherwise required by the Applicable Exchange; *provided, however*, that the applicable Requisite Shareholder Approval will be deemed to be obtained if, due to (A) any amendment or binding change in the interpretation of the applicable listing standards of the Applicable Exchange or (B) the receipt by Ultimate Holdings from the Applicable Exchange of an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of all Outstanding Obligations.

"Scheduled Trading Day" means any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "Scheduled Trading Day" means a Business Day.

"Successor Issuer" means a Person who is a successor of Ultimate Holdings or a Person who issues common stock or equivalent Equity Interests in any Merger Event in which the shares of the Common Stock are converted into or exchanged for, in whole or in part, common stock or equivalent Equity Interests of such Person.

"Trading Day" means any day on which (A) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (B) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

ARTICLE XIX

GUARANTY

Section 19.1 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrowers, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XIX. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrowers. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 19.2 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XIX constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XIX are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XIX shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XIX shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrowers or otherwise, all as though such payment had not been made.

Section 19.3 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XIX and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XIX from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 19.3 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XIX, and acknowledges that this Article XIX is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 19.4 Continuing Guaranty; Assignments. This Article XIX is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XIX and the New Senior Credit Agreement Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and

such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 15.6.

Section 19.5 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XIX, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XIX shall have been paid in full in cash and the New Senior Credit Agreement Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XIX and the New Senior Credit Agreement Final Maturity Date such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XIX, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XIX thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XIX shall be paid in full in cash and (iii) the New Senior Credit Agreement Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 19.6 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XIX. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XIX such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XIX in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XIX that would not render its obligations hereunder subject to

avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 19.6, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XIX (including, without limitation, in respect of this Section 19.6), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 19.6. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 19.6 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 19.6.

[SIGNATURE PAGES FOLLOW]

EXHIBIT B

[*Attached*]

EXHIBIT 29

Amendment No. 5 to the Prepetition 2L Financing Agreement

AMENDMENT NO. 5
TO CREDIT AGREEMENT

AMENDMENT NO. 5 TO CREDIT AGREEMENT, dated as of November 1, 2022 (this "Amendment"), to the Credit Agreement, dated as of November 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AGILETHOUGHT, INC, a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable*, incorporated and existing under the laws of Mexico ("AgileThought Mexico" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL, LLC, a Delaware limited liability company ("Intermediate Holding" and together with Ultimate Holdings, the "Holding Companies"), each other Loan Parties party thereto, the lenders from time to time party thereto (each a "Lender" and collectively, including their respective successors and assigns, the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent" and together with the Administrative Agent, the "Agents").

WHEREAS, the Loan Parties have requested that the Agents and the Lenders amend certain terms and conditions of the Credit Agreement; and

WHEREAS, the Agents and the Lenders are willing to amend such terms and conditions of the Credit Agreement on the terms and conditions set forth herein.

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

1. Definitions. All terms used herein that are defined in the Credit Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

2. Amendments. Section 10.1(a)(vi) of the Credit Agreement is hereby amended and restated to read as follows:

> "as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Ultimate Holdings (A) attaching Projections for Ultimate Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Ultimate Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Article IX are true and correct with respect to the Projections;"

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in Article IX of the Credit Agreement and in each other Loan Document on or immediately prior to the Amendment No. 5 Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Amendment No. 5 Effective Date or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Parties, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Amendment, and to consummate the transactions contemplated by this Amendment and by the Credit Agreement, as amended by this Amendment, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Amendment and the performance by it of the Credit Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any contractual obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(C) and (iv) hereof, to the extent that such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Enforceability of Loan Documents. This Amendment and the Credit Agreement (as amended by this Amendment) is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due

execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Lenders, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Amendment No. 5 Effective Date"):

(a) Payment of Fees, Etc. The Borrowers shall have paid on or before the date hereof, all fees, costs, expenses and taxes then payable, if any, pursuant to Section 15.5 of the Credit Agreement.

(b) Representations and Warranties. The representations and warranties contained in this Amendment and in Article IX of the Credit Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 5 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. No Default or Event of Default shall have occurred and be continuing on the Amendment No. 5 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(d) Delivery of Documents. The Agents shall have received on or before the Amendment No. 5 Effective Date this Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders, in form and substance satisfactory to the Agents.

(e) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with any Loan Document or the transactions contemplated thereby or the conduct of the Loan Parties' business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Authority which (i) relates to the Loan Documents or the transactions contemplated thereby, or (ii) could reasonably be expected to have a Material Adverse Effect.

5. Continued Effectiveness of the Credit Agreement and Other Loan Documents. Each Loan Party hereby (a) acknowledges and consents to this Amendment, (b) confirms and agrees that the Credit Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Amendment No. 5 Effective Date, all references in any such Loan Document to "the Credit Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent, for the benefit of the Agents and

the Lenders, or to grant to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in or Lien on any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Credit Agreement (as amended by this Amendment) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties' obligations to repay the Loans in accordance with the terms of Credit Agreement or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Credit Agreement or any other Loan Document nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document.

6. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

7. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

8. Release. Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (b) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests, security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Amendment No. 5 Effective Date directly arising out of, connected with or related to this Amendment, the Credit Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

9. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

10. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a "Loan Document" under the Credit Agreement. Accordingly, it shall be an immediate Event of Default under the Credit Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Each Lender party hereto, through its execution of this Amendment, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Amendment.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.)
a Delaware Corporation

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

DocuSigned by:
By: Mauricio Garduño
9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE, LLC
a Delaware limited liability company

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN GLOBAL LLC
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.
a *sociedad anónima promotora de inversiones de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company
By: 4TH Source, LLC, as Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY, INC,
a Delaware Corporation

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company
By: QMX Investment Holdings USA, Inc.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA,
a California Corporation

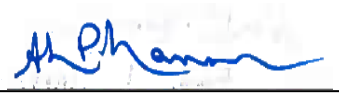
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC,
a Florida limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

ADMINISTRATIVE AGENT:

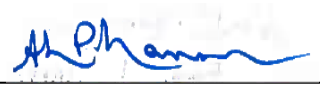
GLAS USA LLC,
as Administrative Agent

By: 

Name: Anny L. Hansen T
itle: Vice President

COLLATERAL AGENT:

GLAS AMERICAS LLC,
as Collateral Agent

By 

Name: Anny L. Hansen
Title: Vice President

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8

By: _____
Name: Andres Borrego
Title: Attorney-in-Fact

By _____
Name: Manuel Ramos
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17938-6

By: _____
Name:. Andres Borrego
Title: Attorney-in-Fact

By _____
Name: Manuel Ramos
Title: Attorney-in-Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NO. F/173183

By: _____
Name:
Title: Arturo J. Saval Pérez

By _____
Name:
Title: Roberto Langenauer Neuman

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By: _____
Name:
Title: Arturo J. Saval Pérez

By _____
Name:
Title: Roberto Langenauer Neuman

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NO. F/173183

By: _____
Name:
Title: Arturo J. Saval Pérez

By _____
Name:
Title: Roberto Langenauer Neuman

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By: _____
Name:
Title: Arturo J. Saval Pérez

By _____
Name:
Title: Roberto Langenauer Neuman

MANUEL SANDEROS FERNANDEZ

By: DocuSigned by: Manuel Senderos 98F7D4297412499...

KEVIN JOHNSTONr

By: DocuSigned by: 8B694ED22E4A433...

EXHIBIT 30

Amendment No. 6 to the Prepetition 2L Financing Agreement

AMENDMENT No. 6 TO CREDIT AGREEMENT

This AMENDMENT No. 6 TO THE CREDIT AGREEMENT (this "Amendment"), dated as of March 7, 2023, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Ultimate Holdings, the "Holding Companies"), the other Loan Parties party hereto, the lenders party hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent," and together with the Administrative Agent, the "Agents" and each, an "Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Loan Parties have requested that the Agents and the Lenders amend certain terms and conditions of the Credit Agreement; and

WHEREAS, the Agents and the Lenders are willing to amend such terms and conditions of the Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

RATIFICATION; DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Amendments to Credit Agreement. This Amendment is entered into in accordance with Section 15.1 of the Credit Agreement and constitutes an integral part of the Credit Agreement. Except as amended by this Amendment, the provisions of the Credit Agreement are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2 Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement (as amended by this Amendment) are used herein as therein defined, and the rules of interpretation set forth in Section 1.2 of the Credit Agreement shall apply *mutatis mutandis* to this Amendment.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT; RECTIFICATION OF AMENDMENT NO. 3 TO CREDIT AGREEMENT

Section 2.1 Amendments to Credit Agreement. Effective as of the Amendment No. 6 Effective Date (as defined below), the Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein.

ARTICLE III

CONDITIONS TO EFFECTIVENESS

Section 3.1 Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective on the date hereof, subject to the Administrative Agent and the Lenders having received on such date a copy of this Amendment signed by the Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders.

ARTICLE IV

RATIFICATION AND REAFFIRMATION

Section 4.1 Ratification and Reaffirmation. Each Loan Party hereby ratifies and confirms the Credit Agreement and each other Loan Document to which it is a party, each of which shall remain in full force and effect according to their respective terms, as amended hereby. In connection with the execution and delivery of this Amendment and the other Loan Documents delivered herewith, each Loan Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, obligor or in other similar capacities in which such Loan Party grants liens or security interests in its properties or otherwise acts as an accommodation party, guarantor, obligor or indemnitor or in such other similar capacities, as the case may be, in any case under any Loan Documents, hereby (a) ratifies, reaffirms, confirms and continues all of its payment and performance and other obligations, including obligations to indemnify, guarantee, act as surety, or as principal obligor, in each case contingent or otherwise, under each of such Loan Documents to which it is a party, (b) ratifies, reaffirms, confirms and continues its grant of liens on, or security interests in, and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and (c) confirms and agrees that such liens and security interests secure all of the Obligations. Each Loan Party hereby consents to the terms and conditions of the Credit Agreement, as amended hereby. Each Loan Party acknowledges (i) that each of the Loan Documents to which it is a party remains in full force and effect, (ii) that each of the Loan Documents to which it is a party is hereby ratified, continued and confirmed, (iii) that any and all obligations of such Loan Party under any one or more such documents to which it is a party is hereby ratified, continued and reaffirmed, and (iv) that, to such Loan Party's knowledge, there exists no offset, counterclaim, deduction or defense to any obligations described in this Section 4. This Amendment shall not constitute a course of dealing with the Administrative Agent, the Collateral Agent or the Lenders at variance with the

Credit Agreement or the other Loan Documents such as to require further notice by the Administrative Agent, the Collateral Agent or the Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties. To induce the Administrative Agent and the Lenders to execute this Amendment, each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(a) the execution, delivery and performance of this Amendment by the Loan Parties has been duly authorized, and this Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as the enforceability may be limited by bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity;

(b) the execution, delivery and performance of this Amendment by each Loan Party does not require any consent or approval of any governmental agency or authority (other than (i) any consent or approval which has been obtained and is in full force and effect, or (ii) where the failure to obtain such consent would not reasonably be expected to result in a Material Adverse Effect);

(c) after giving effect to this Amendment and the transactions contemplated hereby, each of the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which case that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date);

(d) after giving effect to the transactions contemplated by this Amendment, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Amendment or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party; and

(e) after giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing or would result from the execution and effectiveness of this Amendment.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Signatures; Effect of Amendment. By executing this Amendment, each of the Loan Parties is deemed to have executed the Credit Agreement, as amended hereby, as a Borrower and a Loan Party (or, in the case of the Intermediate Holdings and the Guarantors, solely as a Loan Party). All such Loan Parties, the Administrative Agent, the Collateral Agent and the Lenders acknowledge and agree that (a) nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed, and (b) other than as expressly set forth herein, the obligations under the Credit Agreement and the guarantees, pledges and grants of security interests created under or pursuant to the Credit Agreement and the other Loan Documents continue in full force and effect in accordance with their respective terms and the Collateral secures and shall continue to secure the Loan Parties' obligations under the Credit Agreement (as amended hereby) and any other obligations and liabilities provided for under the Loan Documents. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Administrative Agent, the Collateral Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a novation of any of the Obligations under the Credit Agreement or obligations under the Loan Documents. This Amendment does not extinguish the indebtedness or liabilities outstanding in connection with the Credit Agreement or any of the other Loan Documents. No delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 15.1 of the Credit Agreement.

Section 6.2 Counterparts. This Amendment may be executed electronically and in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

Section 6.3 Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

Section 6.4 Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

Section 6.5 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

Section 6.6 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Credit Agreement, or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as may be further amended, modified, restated, supplemented or extended from time to time.

Section 6.7 Governing Law. THIS AMENDMENT IS A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Section 6.8 Payment of Costs and Expenses. Each Loan Party, jointly and severally, agree pursuant to the terms of Section 15.5 of the Credit Agreement, to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent and the Lenders incurred in connection with the transactions contemplated hereby (including Attorney Costs and Taxes) in connection with the preparation, execution and delivery of this Amendment and the other Loan Documents.

Section 6.9 Administrative Agent and Collateral Agent Instruction. Each Lender party hereto (constituting all the Lenders under the Credit Agreement), through its execution of this Amendment, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Amendment.

[Signatures Immediately Follow]

The parties are signing this Amendment No. 6 to Credit Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),
a Delaware corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT MEXICO, S.A. DE C.V.,
a *sociedad anónima de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Mauricio Garduno
Title: Attorney-in-fact

GUARANTORS:

4TH SOURCE, LLC
a Delaware limited liability company

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Manager

IT GLOBAL HOLDING LLC
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN GLOBAL LLC
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.
a *sociedad anónima promotora de inversiones de capital variable*
incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware Corporation
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company
By: 4TH Source, LLC, as Member
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY, INC,
a Delaware Corporation
By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Secretary

AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company
By: QMX Investment Holdings USA, Inc.
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA,
a California Corporation
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC,
a Florida limited liability company
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By: _____
Name: Manuel Ramos
Title: Attorney in Fact

By: _____
Name: Andres Borrego
Title: Attorney in Fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By: _____
Name: Manuel Ramos
Title: Attorney in Fact

By: _____
Name: Andres Borrego
Title: Attorney in Fact

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF NAMAEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

LENDERS:

MANUEL SENDEROS FERNANDEZ

DocuSigned by:
Manuel Senderos
98F7D4297412499...

KEVIN JOHNSTON

DocuSigned by:
8B694ED22E4A433...

ADMINISTRATIVE AGENT:

GLAS USA LLC,
as Administrative Agent

By: _____
Name: Katie Fischer
Title: Vice President

COLLATERAL AGENT:

GLAS AMERICAS LLC,
as Collateral Agent

By _____
Name: Katie Fischer
Title: Vice President

EXHIBIT A

[*attached*]

CREDIT AGREEMENT

dated as of November 22, 2021

by and among

AGILETHOUGHT, INC.

and

AGILETHOUGHT MEXICO, S.A. DE C.V.
as Borrowers,

AN GLOBAL LLC,

as Intermediate Holdings

CERTAIN OTHER LOAN PARTIES PARTY HERETO,

THE VARIOUS FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

GLAS USA LLC,
as Administrative Agent,

and

GLAS AMERICAS LLC,
as Collateral Agent

Redline AgileThought - Credit Agreement - Sixth Amendment Exhibit A 1330648v1A and AgileThought - Credit Agreement - Sixth Amendment Exhibit A 1330648v4 03/10/2023 1:45:33 PM

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT (as amended, modified, or supplemented from time to time, this "Agreement"), dated as of November 22, 2021, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico " and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings," and together with Ultimate Holdings, the "Holding Companies") the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders"), GLAS USA LLC, a limited liability company organized and existing under the laws of the State of New Jersey, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as the Collateral Agent for the Lenders, and together with the Administrative Agent, the "Agents" and each, an "Agent."

RECITALS

WHEREAS, the Borrowers have requested that the Lenders (as defined below) make Loans (as defined below) to provide the funds required to prepay existing Debt of the Loan Parties and for other general corporate purposes, as further provided herein, in the form of US Dollar denominated term loans and Peso denominated term loans to the Borrowers;

WHEREAS, the Lenders are willing to do so, but solely on the terms and conditions set forth in this Agreement;

WHEREAS, to secure the Loans and other Obligations, the Borrowers and the other Loan Parties are granting to the Collateral Agent, for the benefit of the Agents (as defined below) and Lenders, or directly to the Lenders in the case of the Mexican Collateral Agreements (as defined below), a security interest in and lien upon substantially all of the real and personal property of the Loan Parties; and

WHEREAS, this Agreement (and the indebtedness and obligations evidenced hereby) are subordinate in the manner, and to the extent, set forth in that certain subordination and intercreditor agreement dated as of May 27, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Reference Subordination Agreement") by and among Blue Torch Finance LLC, as first lien agent for the first lien creditors (the "First Lien Agent") and the Agents, as second lien agents for the second lien creditors, and acknowledged by the Credit Parties signatory thereto; and each Lender under this Agreement, by its acceptance hereof, shall be bound by the terms and provisions of the Reference Subordination Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. When used herein the following terms shall have the following meanings:

"Account" or "Accounts" is defined in the UCC.

"Account Debtor" is defined in the Guaranty and Collateral Agreement.

"Acquisition" means the acquisition (whether by means of a merger, amalgamation, consolidation or otherwise) of Equity Interests of any Person or all or substantially all of the assets of (or any division or business line of) any Person.

"Additional Second Lien Indebtedness" means Indebtedness of any Loan Party (other than the Mexican Loan Party) that is secured on a pari passu basis to the Obligations; the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Agents (as defined in the New Senior Credit Agreement) and the Required Lenders (as defined in the New Senior Credit Agreement).

"Administrative Agent" means GLAS USA LLC in its capacity as administrative agent for the Lenders hereunder, and any successor thereto in such capacity.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"AGS Indebtedness" means Indebtedness in the aggregate principal amount of $673,000 pursuant to that certain Subordinated Promissory Note, dated as of June 24, 2021, by Ultimate Holdings in favor of AGS Group LLC.

"AGS Subordination Agreement" means that certain Subordination Agreement, dated as of June 24, 2021, by and among Intermediate Holdings, Ultimate Holdings, Blue Torch

Finance LLC and AGS Group LLC, with respect to the AGS Indebtedness, as said agreement may be supplemented by an agreement in which AGS Group LLC confirms the subordination provided thereby with respect to the Obligations (as defined in the New Senior Credit Agreement).

"Agents" means Administrative Agent and Collateral Agent.

"Agents Fee Letter" means the fee letter dated as of November 22, 2021, among the Borrowers and Agents.

"Aggregate Commitments" means the Commitments of all the Lenders. The Aggregate Commitments of the Lenders on the Closing Date is (i) with respect to the Dollar Commitments, US$7,500,000.00 *plus* the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date and (ii) with respect to the Peso Commitments, MXN198,446,203.

"Amendment No. 1 Effective Date" has the meaning ascribed to such term in the Amendment No. 1 to the Credit Agreement.

"Amendment No. 1" means that certain Amendment No. 1 to Credit Agreement, dated as of December 9, 2021, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto as Lenders, the Administrative Agent and the Collateral Agent.

"Amendment No. 3" means that certain Amendment No. 3 to Credit Agreement, dated as of May 22, 2022, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the financial institutions that are or may from time to time become parties hereto as Lenders, the Administrative Agent and the Collateral Agent.

"Amendment No. 3 Effective Date" has the meaning ascribed to such term in the Amendment No. 3 to the Credit Agreement.

"Amendment No. 4 Effective Date" has the meaning ascribed to such term in the Amendment No. 4 to the Credit Agreement.

"Amendment No. 4" means that certain Amendment No. 4 to Credit Agreement, dated as of August 8, 2022, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

"Amendment No. 6" means that certain Amendment No. 6 to Credit Agreement, dated as of March 7, 2023, among Ultimate Holdings and AgileThought Mexico as Borrowers, Intermediate Holdings and Ultimate Holdings as Holding Companies, the other Loan Parties party hereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent.

"Amendment No. 6 Effective Date" has the meaning ascribed to such term in the Amendment No. 6 to the Credit Agreement.

"AN Extend Earn-Out" means certain earn-out payments owed by AN Extend, S.A. de C.V. and Holdings to certain Persons that were sellers of AN Extend, S.A. de C.V. in respect of the sale of AN Extend, S.A. de C.V. in an amount equal to US$1,750,333 (as of March 31, 2022), together with interest thereon.

"Anti-Corruption Laws" means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

"Anti-Money Laundering Laws" means all Requirements of Law concerning or relating to terrorism or money laundering, including, without limitation, the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956-1957), the USA PATRIOT Act and the Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5332 and 12 U.S.C. §§ 1818(s), 1820(b) and §§ 1951-1959) and the rules and regulations thereunder, and any law prohibiting or directed against the financing or support of terrorist activities (e.g., 18 U.S.C. §§ 2339A and 2339B).

"Approved Fund" means (a) any Person (other than a natural Person) engaged in making, purchasing, holding, or investing in commercial loans and similar extensions of credit and that is advised, administered, or managed by a Lender, an Affiliate of a Lender (or an entity or an Affiliate of an entity that administers, advises or manages a Lender), (b) with respect to any Lender that is an investment fund, any other investment fund that invests in loans and that is advised, administered or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor, and (c) any third party which provides "warehouse financing" to a Person described in clause (a) or (b) (and any Person described in said clause (a) or (b) shall also be deemed an Approved Fund with respect to such third party providing such warehouse financing).

"Attorney Costs" means, with respect to any Person, all reasonable and documented out-of-pocket fees and charges of any counsel to such Person, and all court costs and similar legal expenses.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, treasurer or other financial officer performing similar functions, secretary, president or executive vice president of such Person.

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

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

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Borrower Representative" means Ultimate Holdings.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico or New York City, New York.

"Business Interruption Proceeds" means cash proceeds received by any Loan Party pursuant to business interruption policies of insurance.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Collateralization" means, with respect to any inchoate, contingent, or other Obligations, the delivery of cash with notice to Administrative Agent, as security for the payment of those Obligations, in an amount equal to with respect to any contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, Administrative Agent's or Lender's (as

applicable) good faith estimate of the amount due or to become due, including all fees and other amounts relating to those Obligations.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 270 days after the date of issue rated P 1 by Moody's or A 1 by Standard & Poor's; (c) certificates of deposit maturing not more than 270 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax-exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 270 days from the date of acquisition thereof.

"Change in Law" means the adoption or phase-in of, or any change in, in each case after the date of this Agreement, any applicable law, rule, or regulation, or any change in the interpretation or administration of any applicable law, rule, or regulation by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, will, in each case, be deemed to have been adopted and gone into effect after the date of this Agreement.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) other than a Permitted Holder of beneficial ownership of more than 33% of the aggregate outstanding voting or economic power of the Equity Interests of Ultimate Holdings;

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Ultimate Holdings (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Ultimate Holdings was approved by a vote of at least a majority of the directors of Ultimate Holdings then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of Ultimate Holdings;

(c) (i) Ultimate Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting or economic power of the Equity Interests of Intermediate Holdings and (ii) Ultimate Holdings shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% (or such lesser percentage as may be set forth on Schedule 9.5 of the aggregate voting or economic power of the Equity Interests of each other Loan Party and each of its Subsidiaries (other than in connection with any transaction permitted pursuant to Section 10.2(c)(i)), free and clear of all Liens (other than Permitted Specified Liens); or

(d) a "Change of Control" (or any comparable term or provision) under or with respect to any of the Equity Interests or Indebtedness of Ultimate Holdings or any of its Subsidiaries, including, for the avoidance of doubt, the New Senior Credit Agreement.

"Closing Date" means the first date upon which the conditions precedent set forth in Article XII shall have been satisfied.

"Code" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Person upon which a Lien is granted or purported to be granted by such Person as security for all or any part of the Obligations.

"Collateral Agent" means GLAS AMERICAS LLC in its capacity as collateral agent for the Lenders hereunder, and any successor thereto in such capacity.

"Collateral Documents" means, collectively, the Guaranty and Collateral Agreement, the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements, each Mortgage-Related Document, each Control Agreement, each pledge agreement, each Intellectual Property Security Agreement, and any other agreement or instrument pursuant to which any Loan Party, any Subsidiary thereof, or any other Person grants or purports to grant collateral to Collateral Agent for the benefit of Agents and the Lenders or, in the case of the Mexican Collateral Agreements, to the Lenders, or otherwise relates to any such collateral.

"Commitment" means a Dollar Commitment or a Peso Commitment, as the context may require.

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

"Competitor" means any Person that is primarily engaged in the business of providing information technologies services, including, but not limited to, the implementation and integration of systems, support, consulting, maintenance, planning, and management of projects, design, and development of applications of the type made by the members of the Consolidated Group and their Subsidiaries.

"Compliance Certificate" means a Compliance Certificate in substantially the form of Exhibit A.

"Computation Period" means each period of four Fiscal Quarters ending on the last day of a Fiscal Quarter.

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

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

"Consolidated Group" means the Loan Parties and their Subsidiaries.

"Consolidated Net Income" means, with respect to any Person, for any period, the consolidated net income (or loss) of such Person and its Subsidiaries for such period; *provided, however*, that: (I) the following shall be excluded: (a) the net income of any other Person in which such Person or one of its Subsidiaries has a joint interest with a third-party (which interest does not cause the net income of such other Person to be consolidated into the net income of such Person), except to the extent of the amount of dividends or distributions paid to such Person or Subsidiary, (b) the net income of any Subsidiary of such Person that is, on the last day of such period, subject to any restriction or limitation on the payment of dividends or the making of other distributions, to the extent of such restriction or limitation, and (c) the net income of any other Person arising prior to such other Person becoming a Subsidiary of such Person or merging or consolidating into such Person or its Subsidiaries; and (II) the following shall be added to consolidated net income (loss) of such Person only to the extent that, in calculating consolidated net income (without regard to this clause (II)) such amounts were deducted from consolidated net

income: (w) the Waiver and Amendment Fee (as such term is defined in the agreement referred to in clause (y) of the definition of Fee Letter (as such term is defined under the New Senior Credit Agreement)); (x) the amount of the Failed Payment Fees (as such term is defined in the agreement referred to in clause (y) of the Fee Letter (as such term is defined under the New Senior Credit Agreement)) actually paid and added to the outstanding principal balance of the Term Loans (as such term is defined under the New Senior Credit Agreement) under the New Senior Credit Agreement (as of the date when paid and added); and (y) the additional fee of $500,000 paid by Intermediate Holdings on March 9, 2023 and added to the outstanding principal balance of the Term Loans (as such term is defined under the New Senior Credit Agreement) on such date.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, (a) gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less (b) the sum of (i) interest income for such period and (ii) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense), *plus* (c) the sum of (i) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (ii) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made with respect thereto.

"Contingent Liability" means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time, (b) guarantees the payment of dividends or other distributions upon the Equity Interests of any other Person, (c) undertakes or agrees (whether contingently or otherwise) (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital

contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received, (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation, (e) induces the issuance of, or is made in connection with the issuance of, any letter of credit for the benefit of such other Person, or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount (or maximum permitted principal amount, if larger) of the indebtedness, obligation or other liability guaranteed or supported thereby.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"Control Agreement" means each deposit account control agreement or securities account control agreement, as applicable, entered into by, inter alios, a Loan Party or Subsidiary thereof, each depository institution or securities intermediary party thereto, and Collateral Agent in form and substance satisfactory to the Collateral Agent and the Required Lenders in their discretion.

"Conversion Rate" means, as of any date, the Peso/Dollar exchange rate published by Banco de México in the Federal Official Gazette of Mexico (*Diario Oficial de la Federación*) as the rate "*para solventar obligaciones denominadas en moneda extranjera pagaderas en la República Mexicana*" (or any successor publication thereof of analogous import) on the Business Day immediately prior to the relevant calculation date, to be in effect on such calculation date; *provided* that, if Banco de México ceases to publish such exchange rate, the Conversion Rate shall equal the average of the Peso/Dollar exchange rates published by Credit Suisse AG (or the main offices of its subsidiaries located in Mexico, if not published by Credit Suisse AG) at the close of business on the Business Day immediately prior to the relevant calculation date (i.e., 24-hours forward), to be in effect on such calculation date.

"Cure Right" has the meaning specified therefor in Section 13.2.

"Current Value" has the meaning specified therefor in Section 10.1(m).

"Debt" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Collateral Agent and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Default" means any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Loans within two Business Days of the date required to be funded by it under this Agreement; (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it under this Agreement within two Business Days of the date when due, unless the subject of a good faith dispute; (c) has, or has a parent company that has, (i) been deemed insolvent or become the subject of an Insolvency Proceeding, or (ii) become the subject of a Bail-In Action; (d) has notified any Borrower, the Administrative Agent, or any Lender that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit (unless that writing or public statement relates to that Lender's obligation to fund a Loan under this Agreement and states that that position is based on that Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, must be specifically identified in that writing or public statement) cannot be satisfied); or (e) has failed to confirm within three Business Days of a request by Administrative Agent made at the request of the Required Lenders that it will comply with the terms of this Agreement relating to its obligations to fund Loans.

"Deferred Monroe Fees" means fees owed to Monroe Capital Management Advisors, LLC in respect of fees accrued prior to the May 27, 2022, under the Senior Credit Facility in an amount equal to $3,448,385.

"Deposit Account" or "Deposit Accounts" is defined in the UCC.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells (including, without limitation, any sale leaseback transaction), assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts, (b) any disposition of property through a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or (c) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the New Senior Credit Agreement Final Maturity Date.

"Dollar" and the sign "U.S.$" mean lawful money of the United States of America.

"Dollar Amount" means, at any time, for any Lender and for purposes of any determination required hereunder:

(a) with respect to any Dollar Commitment, the Dollar amount thereof as set forth on Annex A or in the Assignment Agreement pursuant to which such Commitment (or portion thereof) has been assigned;

(b) with respect to any Dollar Loan, the principal amount of, and interest on, such Loan then outstanding, expressed in Dollars;

(c) with respect to any Peso Commitment, the Dollar equivalent determined using the Peso/Dollar Reference Exchange Rate of the amount of such Peso Commitment as set forth on Annex A or in the Assignment Agreement pursuant to which a Lender shall have assumed its Peso Commitment, as applicable; and

(d) with respect to any Peso Loan, the principal amount of, and interest on, such Loan then outstanding, expressed as the Dollar equivalent amount thereof determined using the Peso/Dollar Reference Exchange Rate.

"Dollar Commitment" means, as to each Dollar Lender, its obligation to make Dollar Loans to the Borrower pursuant to Section 2.1(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Dollar Lender's name on Annex A or in the Assignment Agreement pursuant to which such Dollar Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Dollar Equivalent" means, with respect to any monetary amount in Pesos, the amount, determined by reference to the Conversion Rate as of any date of determination, of Dollars that could be purchased with such amount of Pesos on such date.

"Dollar Lender" means at any time, (a) any Lender that has a Dollar Commitment at such time and (b) if the Commitments of the Dollar Lenders to make Dollar Loans have been terminated pursuant to Section 6.1 or Section 6.2 or if the Aggregate Commitments have expired, any Lender that holds a Dollar Loan at such time.

"Dollar Loan" means a Tranche A-1 Loan, a Tranche B-1 Loan, a Tranche C Loan, a Tranche D Loan and/or Tranche E Loan as the context may require.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Earn-out Obligations" means the aggregate outstanding amount under all seller notes, earn-outs or obligations of all Loan Parties and their Subsidiaries (other than customary purchase price adjustments or indemnification obligations) in connection with any Acquisitions.

"EBITDA" means, for the Consolidated Group for any period, in each case as determined in accordance with GAAP,

(a) Consolidated Net Income thereof for such period *plus*, to the extent deducted in determining such Consolidated Net Income for such period, the sum of:

(b) without duplication, the sum of the following amounts for such period to the extent deducted in the calculation of Consolidated Net Income for such period:

(i) any provision for United States federal income taxes or other taxes measured by net income (including any potential surcharges related to the timing difference of the provisional tax payments and the annual tax payments that would otherwise been paid as a tax expense),

(ii) Consolidated Net Interest Expense,

(iii) any loss from extraordinary items or non-recurring items; *provided* that the aggregate amount of all addbacks pursuant to this clause (iii), together with all addbacks for non-recurring items pursuant to clause (viii)(B) below, shall not exceed 5% of EBITDA of Ultimate Holdings in any period,

(iv) any non-cash loss related to fair value adjustments (including with respect to the Existing Warrants),

(v) any depreciation and amortization expense,

(vi) any aggregate net loss on the Disposition of property (other than accounts and Inventory) outside the ordinary course of business, and

(vii) any other non-cash expenditure, charge or loss for such period (other than any non-cash expenditure, charge or loss relating to write-offs, write-downs or reserves with respect to accounts and Inventory),

(viii) non-recurring cash restructuring expenses and other transaction expenses (including in connection with Project Thunder) in an aggregate amount (A) for the Fiscal Year ending December 31, 2022, not to exceed $3,000,000, and (B) for any subsequent period, not to exceed (together with all addbacks for non-recurring items pursuant to clause (iii) above), 5% of EBITDA of Ultimate Holdings for the most recently concluded fiscal quarter for which financial statements were delivered or were required to be delivered in accordance with Section 10.1(a)(ii),

(ix) any non-cash losses relating to currency translation adjustments when converting the results of Foreign Subsidiaries to Dollars for such period,

(x) the actual amount of reasonable and documented out-of-pocket fees, costs, and expenses paid during such period in connection with the negotiation, execution, and delivery of (A) the New Senior Credit Agreement and the other loan documents thereunder, and (B) amendments to this Agreement in connection with the New Senior Credit Agreement, in each case, to the extent such amounts are invoiced and paid on or prior to May 27, 2022 (or within 120 days thereafter); *provided* that the aggregate amount of all addbacks for non-recurring items pursuant to this clause (x) shall not exceed US$5,250,000~~,~~

(xi) any additional addbacks satisfactory to the First Lien Agent in its sole discretion, *minus*

(c) without duplication, the sum of the following amounts for such period to the extent included in the calculation of such Consolidated Net Income for such period:

(i) any credit for United States federal income taxes or other taxes measured by net income,

(ii) any gain from extraordinary items,

(iii) any aggregate net gain from the Disposition of property (other than accounts and Inventory) outside the ordinary course of business,

(iv) any other non-cash gain, including any reversal of a charge referred to in clause (b)(vii) above by reason of a decrease in the value of any Equity Interest;

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

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

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

"Eligible Assignee" means:

(a) (i) any Lender, (ii) any Affiliate of a Lender, and (iii) any Approved Fund; and

(b) any other Person (other than a natural person) that is neither (i) a Competitor, nor (ii) designated by the Borrowers as a "Disqualified Institution" by written notice delivered to the Administrative Agent on or prior to the Closing Date.

"Employee Plan" means an employee benefit plan within the meaning of Section 3(3) of ERISA (other than a Multiemployer Plan), regardless of whether subject to ERISA, that any Loan Party maintains, sponsors or contributes to or is obligated to contribute to.

"Environmental Claim" means any action, suit, complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication, from any Person or Governmental Authority relating to or arising out of any threatened, alleged or actual (a) violation of, non-compliance with, or liability under, any Environmental Law, or (b) the manufacture, use, handling, processing, distribution, labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Law" means any Requirement of Law relating to, regulating or governing (i) the pollution or protection of the environment, any environmental media, natural resources, human health or safety, or (ii) the manufacture, use, handling, processing, distribution,

labeling, generation, transportation, storage, treatment, Release, threatened Release, disposal or arranging for the disposal of, or exposure to, any Hazardous Materials.

"Environmental Liability" means all liabilities (contingent or otherwise, known or unknown), monetary obligations, losses (including monies paid in settlement), damages, natural resource damages, costs and expenses (including all reasonable fees, costs, client charges and expenses of counsel, experts and consultants), fines, penalties, sanctions and interest arising directly or indirectly as a result of, from, or based upon (a) any Environmental Claim, (b) any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, (c) any actual, alleged or threatened Release of, or exposure to, Hazardous Materials, (d) any Remedial Action, (e) any adverse environmental condition or (f) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed contractually or by operation of law with respect to any of the foregoing clauses (a)-(e).

"Environmental Lien" means any Lien in favor of any Governmental Authority arising out of any Environmental Liability.

"Environmental Permit" means any permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or by any Governmental Authority pursuant to Environmental Law.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Ultimate Holdings of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and in effect from time to time and the regulations issued from time to time thereunder.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" or under "common control" within the meaning of Sections 414(b), (c) (m) or (o) of the Internal Revenue Code or Sections 4001(a)(14) or 4001(b)(1) of ERISA.

"ERISA Event" means (a) the occurrence of a Reportable Event with respect to any Pension Plan; (b) the failure to meet the minimum funding standards of Section 412 or 430 of the Internal Revenue Code or Section 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make a contribution or installment required under Section 412 or Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Internal Revenue Code or Section 303 of ERISA); (d) a determination that any Multiemployer Plan is, or is expected to be, in "critical" or "endangered" status under Section 432 of the Internal Revenue Code or Section 305 of ERISA; (e) the filing of a notice of intent to terminate a Pension Plan or the treatment of an amendment to a Pension Plan as a termination under Section 4041 of ERISA; (f) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Loan Party or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (g) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the imposition of liability on any Loan Party or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069(a) of ERISA or by reason of the application of Section 4212(c) of ERISA; (i) the withdrawal of any Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan or the receipt by any Loan Party or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (j) the occurrence of an act or omission which could give rise to the imposition on any Loan Party of material fines, penalties, taxes or related charges under Sections 4975 or 4971 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Plan or Pension Plan; (k) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent, upon any Loan Party or any of its ERISA Affiliates; (l) the assertion of a claim (other than routine claims for benefits) against any Employee Plan or the assets thereof, or against any Loan Party or any of its ERISA Affiliates in connection with any Pension Plan or Multiemployer Plan; (m) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any such Pension Plan (or such other Employee Plan) to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; (n) the imposition on any Loan Party of any material fine, excise tax or penalty with respect to any Employee Plan, Pension Plan, or Multiemployer Plan resulting from any noncompliance with any Requirements of Law; (o) the imposition of a Lien pursuant to Section 430(k) of the Internal

Revenue Code or pursuant to ERISA with respect to any Pension Plan; or (p) the occurrence of any Foreign Plan Event.

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

"Event of Default" has the meaning specified therefor in Section 13.1.

"Excluded Foreign Subsidiary" means any Foreign Subsidiary that is not a Loan Party as of the Amendment No. 4 Effective Date.

"Excluded Swap Obligation" means, with respect to any Loan Party, each Swap Obligation as to which, and only to the extent that, such Loan Party's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Loan Party does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Loan Party and all guarantees of Swap Obligations by other Loan Parties) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Loan Party.

"Excluded Taxes" means, with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made to any Agent, any Lender, or any other Person pursuant to the terms of this Agreement, the following: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of that Person being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing that Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) Taxes attributable to that Person's failure to comply with Section 7.6.5 or Section 7.6.8, other than any such failure resulting from a Non-U.S. Lender being unable to obtain the required documentation and forms from its partners or other beneficial owners after using its best efforts to do so; and (c) any withholding Taxes imposed under FATCA.

"Existing Earn-Out Obligations" means the Indebtedness listed on Schedule 7.02(b)(ii) to the New Senior Credit Agreement (as in effect on May 27, 2022), including, for the avoidance of doubt, the AN Extend Earn-Out.

"Existing First Lien Lenders" means the lenders party to the Senior Credit Facility.

"Existing Warrants" means warrants for Class A ordinary shares of Holdings that have been issued prior to May 27, 2022, to the Existing First Lien Lenders.

"Exitus Borrower" shall mean AgileThought Digital Solutions S.A.P.I. de C.V. (f/k/a North American Software, S.A.P.I. de C.V.), formed under the laws of Mexico.

"Exitus Debt Noteholder" shall mean Exitus Capital, S.A.P.I. DE C.V. SOFOM ENR.

"Exitus Debt Promissory Note" shall mean that certain Promissory Note, dated as of and as in effect on the Amendment No. 6 Effective Date (as defined in the Senior Credit Facility), by and between Exitus Borrower and the Exitus Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Administrative Agent acting at the instruction of the Required Lenders.

"Exitus Indebtedness" means Indebtedness in the aggregate principal amount of $~~3,700,000~~1,580,000 pursuant to that certain Simple Loan Facility Agreement and related promissory note, in each case, dated as of July 26, 2021, by AgileThought Digital Solutions S.A.P.I. de C.V. in favor of Exitus Capital, S.A.P.I. de C.V.

"Exitus Renewal Fee" means certain renewal fees with respect to the Exitus Indebtedness, in an aggregate amount not to exceed $444,000 in the aggregate.

"Extraordinary Receipts" means any cash received by or paid to or for the account of any Loan Party not in the ordinary course of business consisting of: (a) pension plan reversions, (b) proceeds of insurance (other than, for avoidance of doubt, Business Interruption Proceeds), (c) litigation proceeds, judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (other than with respect to reimbursement of third-party claims), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (other than with respect to reimbursement of third-party claims), (f) amounts received in respect of indemnity obligations of any party or purchase price, working capital, and other monetary adjustments in connection with the Specified Acquisition Transactions or any other Acquisition, (g) amounts received in connection with or as proceeds from representation and/or warranty insurance in connection with the Specified Acquisition Transactions or any other Acquisition, net of any reasonable and documented legal and accounting expenses and taxes paid in cash by the Loan Parties as a result thereof, (h) foreign, Mexican, United States, state or local tax refunds to the extent not included in the calculation of EBITDA (other than refunds of value-added or similar taxes received in the ordinary course of business), and (i) upon repayment in full of the New Senior Credit Agreement, any excess Net Cash Proceeds resulting from the offering of securities or the execution of transactions for the purpose of refinancing, in whole or

in part, directly or indirectly, in one or a series of transactions, Debt of any Borrower or Guarantor.

"Facility" means the real property identified on Schedule 1.01(B) to the New Senior Credit Agreement (as in effect on May 27, 2022) and any New Facility hereafter acquired by Ultimate Holdings or any of its Subsidiaries, including, without limitation, the land on which each such facility is located, all buildings and other improvements thereon, and all fixtures located thereat or used in connection therewith.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements entered into in connection with the implementation of those sections of the Code and any fiscal and regulatory legislation rules, practices, or other official guidance thereunder.

"Financial Advisor" means the financial advisor engaged by the Loan Parties pursuant to the New Senior Credit Facility.

"First Lien Agent" has the meaning ascribed to such to such term in the recitals to this Agreement.

"First Lien Leverage Ratio" means, with respect to any Person and its Subsidiaries for any period, the ratio of (a) all Indebtedness described in clauses (a), (b), (c), (d), (e) and (f) in the definition thereof of such Person and its Subsidiaries as of the end of such period that is secured by a Lien on assets of such Person and its Subsidiaries as of such date which is pari passu with or senior to the Liens securing the Obligations as of such date (other than Indebtedness hereunder) to (b) EBITDA of such Person and its Subsidiaries for such period~~.~~; *provided* that, for the purpose of calculating such ratio, the foregoing clause (a) shall exclude (x) the amount of the Failed Payment Fees (as such term is defined in clause (y) of the Fee Letter (as such term is defined under the New Senior Credit Agreement)) actually paid and added to the outstanding principal balance of the Term Loans (as such term is defined under the New Senior Credit Agreement) under the New Senior Credit Agreement (as of the date when paid and added), and (y) the additional fee of $500,000 paid by Intermediate Holdings on March 9, 2023 and added to the outstanding principal balance of the Term Loans (as such term is defined under the New Senior Credit Agreement) under the New Senior Credit Agreement on such date.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year, which period is the three-month period ending on the last day of each of March, June, September, and December of each year.

"Fiscal Year" means the fiscal year of Loan Parties and their Subsidiaries, which period shall be the 12-month period ending on December 31 of each year.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party that is subject to any Requirements of Laws other than, or in addition to, the laws of the United States or any state thereof or the laws of the District of Columbia.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Requirement of Law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make any required contribution or payment under any Requirement of Law within the time permitted by any Requirement of Law for such contributions or payments, (c) the receipt of a notice from a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, (d) the incurrence of any liability by any Loan Party or any Subsidiary under any law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction with respect to a Foreign Plan that is prohibited under any Requirement of Law and that could reasonably be expected to result in the incurrence of any liability by any Loan Party or any Subsidiary, or the imposition on any Loan Party or any Subsidiary of any material fine, excise tax or penalty with respect to a Foreign Plan resulting from any noncompliance with any Requirement of Law.

"Foreign Subsidiary" means any Subsidiary of Ultimate Holdings that is not a Domestic Subsidiary.

"FRB" means the Board of Governors of the Federal Reserve System or any successor thereto.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the SEC, which are applicable to the circumstances as of the date of determination.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of

formation or organization, and the operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents); (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation, incorporation or organization with the applicable Governmental Authority in the jurisdiction of its formation, incorporation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means Intermediate Holdings and each other Person that guarantees any of the Obligations, including, without limitation, 4th Source, LLC, IT Global Holding LLC, QMX Investment Holdings USA, INC, AgileThought Digital Solutions S.A.P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), 4TH Source Holding Corp., Entrepids Technology INC., 4th Source Mexico, LLC, AGS Alpama Global Services USA, LLC., AN USA, and AgileThought, LLC. For the avoidance of doubt, no Excluded Foreign Subsidiary or Immaterial Subsidiary shall be a Guarantor.

"Guaranty" means each guaranty executed and delivered by any Guarantor, together with any joinders thereto and any other guaranty agreement executed by a Guarantor, in each case in form and substance satisfactory to the Required Lenders in their discretion. The Guaranty and Collateral Agreement and the Mexican Collateral Agreements are a Guaranty.

"Guaranty and Collateral Agreement" means the Guaranty and Collateral Agreement to be entered into by each Loan Party and the Collateral Agent, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to the Required Lenders in their discretion.

"Hazardous Material" means any element, material, substance, waste, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic or hazardous substance, hazardous waste, universal waste, special waste, or solid waste or is otherwise characterized by words of similar import under any Environmental Law or that is regulated under, or for which liability or standards of care are imposed, pursuant to any Environmental Law, including, without limitation, petroleum, polychlorinated biphenyls; asbestos-containing materials, lead or lead-containing materials, urea formaldehyde-containing materials, radioactive materials, radon, per- and polyfluoroalkyl substances and mold.

"Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant, toxic substance, oil, hazardous material, chemical or other substance regulated by any Environmental Law.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Hedging Obligations" means, with respect to any Person, any liabilities of such Person under any Hedging Agreement determined (a) for any date on or after the date that Hedging Agreement has been closed out and termination value determined in accordance therewith, using that termination value; and (b) for any date prior to the date referenced in clause (a), using the amount determined as the mark-to-market value for that Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in that Hedging Agreement (which may include a Lender or any Affiliate of a Lender).

"Holding Companies" means Ultimate Holdings and Intermediate Holdings.

"Immaterial Subsidiary" means any Subsidiary that, as of the last day of the most recently ended fiscal quarter of Ultimate Holdings, when taken together with all other Immaterial Subsidiaries, have not, in the aggregate, contributed greater than 3% of the EBITDA of Ultimate Holdings for the period of four consecutive fiscal quarters then most recently ended or greater than 3% of the total assets of Ultimate Holdings and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of Ultimate Holdings delivered pursuant to Section 10.1(a)(ii) or (iii); *provided* that, if at any time the aggregate amount of that portion of EBITDA of all Subsidiaries that are not Loan Parties exceeds 3% of EBITDA of Ultimate Holdings and its Subsidiaries or greater than 3% of the total assets of Ultimate Holdings and its Subsidiaries for any such period, Intermediate Holdings shall designate sufficient Subsidiaries as "Loan Parties" to cause that portion of EBITDA of Ultimate Holdings generated by Immaterial Subsidiaries to equal or be less than 3% of EBITDA and the portion of total assets of Ultimate Holdings and its Subsidiaries to equal or be less than 3%, and Ultimate Holdings shall cause all such Subsidiaries so designated to become a Guarantor and deliver all applicable Loan Documents in accordance with Section 10.1(b)(i).

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts

payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) all obligations and liabilities, calculated on a basis satisfactory to the Required Lenders and in accordance with accepted practice, of such Person under Hedging Agreements; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes, imposed on or with respect to any payment (including, for the avoidance of doubt, any payment that results from the exercise of the conversion rights under Article XVIII) made by or on account of any obligation of any Loan Party under any Loan Document.

"Insolvency Proceeding" means any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of a Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, *concurso mercantil*, *quiebra*, debtor relief, or debt adjustment law (including, but not limited to, the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*)), (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for that Person or any part of its property, or (c) an assignment or trust mortgage for the benefit of creditors.

"Intellectual Property" has the meaning specified therefor in the Guaranty and Collateral Agreement.

"Intellectual Property Security Agreement" is used as defined in the Guaranty and Collateral Agreement.

"Interest Payment Date" means, as to any Loan, (i) the 15th day of each March, June, September and December to occur while such Loan is outstanding (or if any such day is not a Business Day, the immediately succeeding Business Day) and (ii) the Maturity Date.

"Intermediate Holdings" has the meaning ascribed to such to such term in the preamble to this Agreement.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investor Debt Noteholder" shall mean AGS Group, LLC.

"Investor Debt Promissory Note" shall mean that certain Subordinated Promissory Note, dated as of and as in effect on June 24, 2021, by and between Ultimate Holdings and the Investor Debt Noteholder, as amended, modified or supplemented from time to time solely with the consent of the Lenders, in their discretion.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"IRR" means a compounded, cumulative internal rate of return, compounded monthly calculated at the designated annual discount rate, which, when applied to any amount, and discounted, produces a net present value of such amount equal to zero.

"IRS" means the Internal Revenue Service.

"Joinder Agreement" means a Joinder Agreement, in form and substance satisfactory to the Required Lenders, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 10.1(b).

"Lease" means any lease, sublease or license of, or other agreement granting a possessory interest in, real property to which any Loan Party or any of its Subsidiaries is a party as lessor, lessee, sublessor, sublessee, licensor or licensee.

"Lender" means the Tranche A-1 Lender, the Tranche A-2 Lender, the Tranche B-1 Lender, the Tranche B-2 Lender, the Tranche C Lender, Tranche D Lender and/or the Tranche E Lender, as the context may require.

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any collateral assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquidity" means Availability *plus* Qualified Cash.

"Loan" means a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Lender, a Tranche C Loan, a Tranche D Loan and/or a Tranche E Loan, as the context may require.

"Loan Documents" means this Agreement, the Notes, the Agents Fee Letter, each Perfection Certificate, the Collateral Documents, the Reference Subordination Agreement, any Subordination Agreements (including the Master Intercompany Note), ~~and~~that certain side letter dated as of November 18, 2022, from Ultimate Holdings to Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse) and Banco Nacional de México, S.A., integrante del Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Loan Party" means, collectively (a) Intermediate Holdings, (b) the Borrowers, (c) each Subsidiary of Ultimate Holdings or any Borrower that is not an Excluded Foreign Subsidiary or an Immaterial Subsidiary, and (d) each other Person (including without limitation each Guarantor) that (i) executes a joinder agreement to this Agreement as a Loan Party in the form of Exhibit B, (ii) is liable for payment of any of the Obligations, or (iii) has granted a Lien in favor of Collateral Agent or the Lenders on its assets to secure any of the Obligations.

"Master Intercompany Note" means a demand promissory note made by and among the Loan Parties and their Subsidiaries, substantially in the form of Exhibit C, and acceptable to the Required Lenders, in their reasonable discretion.

"Material Adverse Effect" means any event, development, state of facts, change, circumstance, occurrence, condition or effect that, either individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the Loan Parties and their respective Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of US$300,000.

"Material Contract" means, with respect to any Person, (a) each contract listed on Schedule 6.01(v) to the New Senior Credit Agreement (as in effect on May 27, 2022), (b) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $300,000 or more in any Fiscal Year (other than purchase orders in the ordinary course of the business of such Person or such Subsidiary and other than contracts that by their terms may be terminated by such Person or Subsidiary in the ordinary course of its business upon less than 60 days' notice without penalty or premium), and (c) each other contract or agreement as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Maturity Date" means, the Tranche A-1 Maturity Date, the Tranche A-2 Maturity Date, the Tranche B-1 Maturity Date, the Tranche B-2 Maturity Date, the Tranche C Maturity Date, the Tranche D Maturity Date and/or the Tranche E Maturity Date, as the context may require.

"Mexican Administration Trust" means that certain Administration and Source of Payment Trust Agreement with identification number No. F/3272 (*Contrato de Fideicomiso Irrevocable de Administración y Fuente de Pago No. F/3272*), dated November 9, 2017, including its exhibits, as amended and restated on the Closing Date, and as further amended from time to time.

"Mexican Administration Trust Amendment and Reaffirmation Agreement" means the amendment, acknowledgement and reaffirmation agreement to the Mexican Administration Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as

Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios Administrativos, S.A. de C.V.), Entrepids Mexico, S.A. de C.V., as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC. as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Manuel Senderos Fernández and Mauricio Garduño González, as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Collateral Agreements" means, collectively, the Mexican Administration Trust and the Mexican Security Trust.

"Mexican Collateral Amendment and Reaffirmation Agreements" means, collectively, the Mexican Administration Trust Amendment and Reaffirmation Agreement and the Mexican Security Trust Amendment and Reaffirmation Agreement.

"Mexican Loan Documents" means the Mexican Collateral Agreements, the Mexican Collateral Amendment and Reaffirmation Agreements and all documents, instruments, and agreements delivered in connection with the foregoing, as any of the foregoing are amended or modified in accordance with their respective terms.

"Mexican Loan Party" means AgileThought Digital Solutions, S.A.P.I. de C.V.

"Mexican Security Trust" means certain Security Trust Agreement with identification number No. F/3757 (*Contrato de Fideicomiso Irrevocable de Garantía No. F-3757*), dated November 15, 2018, including its exhibits, as amended from time to time. Into this trust the settlors contribute all the shares and equity interests of Mexican Subsidiaries (except for one share or equity interest in each Mexican Subsidiary), and all the intellectual property duly registered, or in the process of registration, in their name before the Mexican Institute of Property.

"Mexican Security Trust Amendment and Reaffirmation Agreement" means the acknowledgement and reaffirmation agreement to the Mexican Security Trust to be entered by and among (i) AgileThought Inc., AgileThought Digital Solutions, S.A:P.I. de C.V. (formerly known as North American Software, S.A.P.I. de C.V.), AGS Alpama Global Services México, S.A. de C.V., AgileThought México, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), AN UX, S.A. de C.V., Anzen Soluciones, S.A. de C.V., AN Data Intelligence, S.A. de C.V., Faktos Inc., S.A.P.I. de C.V., Facultas Analytics, S.A.P.I. de C.V., AgileThought Servicios Administrativos, S.A. de C.V. (formerly known as Nasoft Servicios Administrativos, S.A de C.V.), AgileThought Servicios México, S.A. de C.V. (formerly known as AGS Nasoft Servicios

Administrativos, S.A. de C.V.), Entrepids México S.A. de C.V., Cuarto Origen, S. de R.L. de C.V., AN Evolution, S. de R.L. de C.V., Invertis, S.A. de C.V., QMX Investment Holding USA, Inc., IT Global Holding LLC, AgileThought Mexico, S.A. de C.V. (formerly known as AN-Digital, S.A. de C.V.), Entrepids Technology Inc., 4th Source, LLC, as settlors and third place beneficiaries, (ii) Monroe Capital Management Advisors, LLC., as first place beneficiary, (iii) Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/17937-8, Banco Nacional de México, S.A., Grupo Financiero Citibanamex, División Fiduciaria, in its capacity as trustee of irrevocable trust number F/173183, Nexxus Capital Private Equity Fund VI, L.P., Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, Manuel Senderos Fernández and Mauricio Garduño González as second place beneficiaries, and (iv) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as trustee.

"Mexican Subsidiaries" means, collectively, the Subsidiaries incorporated under the laws of Mexico.

"Mexico" means the United Mexican States.

"Mortgage" means a mortgage, deed of trust or similar instrument granting Collateral Agent or the Lenders a Lien on fee owned real property of any Loan Party.

"Mortgage-Related Documents" means with respect to any real property subject to a Mortgage, the following, in form and substance satisfactory to the Required Lenders in their discretion: (a) an ALTA Loan Title Insurance Policy (or binder therefor) covering Collateral Agent' or the Lenders', as applicable, interest under the Mortgage, in a form and amount and by an insurer acceptable to the Required Lenders, which must be fully paid on that effective date; (b) copies of all documents of record concerning such real property as shown on the commitment for the ALTA Loan Title Insurance Policy referred to above; (c) all assignments of leases, estoppel letters, attornment agreements, consents, waivers, and releases as the Required Lenders reasonably require with respect to other Persons having an interest in the real estate; (d) a current, as-built survey of the real estate, containing a metes-and-bounds property description and certified by a licensed surveyor acceptable to the Required Lenders, in their discretion; (e) a life-of-loan flood hazard determination and, if the real estate is located in a flood plain, an acknowledged notice to borrower and flood insurance in an amount, with endorsements and by an insurer acceptable to the Required Lenders; (f) a current appraisal of the real estate, prepared by an appraiser acceptable to the Required Lenders, and in form and substance satisfactory to the Required Lenders in their discretion; (g) an environmental assessment, prepared by environmental engineers acceptable to the Required Lenders and accompanied by all reports, certificates, studies, or data as the Required Lenders reasonably require (including, without limitation, "Phase II" reports), which must all be in form and substance satisfactory to the Required Lenders in their discretion; and (h) an environmental agreement and all other documents, instruments, or agreements as the Required Lenders in their discretion require with

respect to any environmental risks regarding the real estate, in form and substance satisfactory to the Required Lenders, in their discretion.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding six calendar years.

"Net Cash Proceeds" means:

(a) with respect to any Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party or Subsidiary thereof pursuant to such Disposition net of (i) the direct costs relating to that sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by Borrowers to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), and (iii) amounts required to be applied to the repayment of any Debt secured by a Lien on the asset subject to that Disposition (other than the Loans).

(b) with respect to any issuance of Equity Interests, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates relating to such issuance (including sales and underwriters' commissions); and

with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party or Subsidiary thereof pursuant to such issuance, net of the direct costs of non-Affiliates of such issuance (including up-front, underwriters' and placement fees).

"New Senior Credit Agreement" means the financing agreement dated as of May 27, 2022, among AgileThought, Inc., as Holdings (as defined therein), AN Global LLC, as borrower, each of the guarantors party thereto, the lenders from time to time party thereto, and Blue Torch Finance LLC, as collateral agent and administrative agent for the lenders party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

"New Senior Credit Agreement Final Maturity Date" means May 27, 2026. If such date is not a Business Day, the immediately preceding Business Day.

"Note" or "Notes" means a Tranche A-1 Note, a Tranche A-2 Note, a Tranche B-1 Note, a Tranche B-2 Note, a Tranche C Note, a Tranche D Note and/or a Tranche E Note, as the context may require.

"Obligations" means all obligations (monetary (including post-petition interest, default-rate interest, fees, and expenses, allowed or not in an Insolvency Proceeding) or otherwise) of any Loan Party under this Agreement and any other Loan Document, including attorney costs and reimbursement obligations, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Notwithstanding the foregoing, the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means the U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control.

"Operational Advisor" means the operational advisor engaged by the Loan Parties pursuant to the New Senior Credit Facility.

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

"Payment Conditions" means, with respect to any Permitted Investor Debt Payment or Permitted Earn-out Payment, that (a) no Event of Default has occurred and is continuing or would be caused by the making thereof, and (b) after giving pro forma effect to that payment, (i) Liquidity exceeds US$5,000,000 and (ii) as of the last day of the most recently ended Computation Period for which financial statements have been delivered (or were required to be delivered) to Administrative Agent under and in accordance with Section 10.1(a), the Consolidated Group shall be in pro forma compliance with the financial covenants set forth in Section 10.3 for the most recently concluded Computation Period.

"Payment in Full" means either (i), (a) the payment in full in cash of all Loans and other Obligations, other than contingent indemnification obligations for which no claims have been asserted, (b) the termination of all Commitments, (c) the Cash Collateralization of all contingent indemnification obligations for which any claim with respect to Administrative Agent or any Lender has been asserted or threatened in writing, and (d) the release of any claims of the Loan Parties against Agents and Lenders arising on or before the payment date, or (ii) the conversion by each Lender of all of the Outstanding Obligations (as defined in Article XVIII) owed to such Lender pursuant to Article XVIII. "Paid in Full" shall have a correlative meaning.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA that is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA maintained, sponsored or contributed to, or for which there is an obligation to contribute to, by any Loan Party or any of its ERISA Affiliates at any time during the preceding six calendar years.

"Perfection Certificate" means a perfection and "know your customer" certificate executed and delivered to Administrative Agent by a Loan Party on or prior to the Closing Date.

"Permits" means, with respect to any Person, any permit, approval, clearance, consent, authorization, license, registration, accreditation, certificate, certification, certificate of need, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its property or products or to which such Person or any of its property or products is subject.

"Permitted Acquisition" means any Acquisition by a Loan Party (other than the Mexican Loan Party) to the extent that each of the following conditions shall have been satisfied:

(c) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition;

(d) [reserved];

(e) Intermediate Holdings shall have furnished to the Lender at least ten (10) Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Lender may request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) pro forma financial statements of Ultimate Holdings and its Subsidiaries after the consummation of such Acquisition, (iii) a certificate of the chief financial officer of Ultimate Holdings, demonstrating on a pro forma basis compliance, as at the end of the most recently ended fiscal quarter for which internally prepared financial statements are available, with all covenants set forth in Section 10.3 hereof after

the consummation of such Acquisition, and (iv) copies of such other agreements, instruments or other documents as any Agent at the request of the Required Lenders shall reasonably request;

(f) the agreements, instruments and other documents referred to in paragraph (c) above shall provide that (i) neither the Loan Parties nor any of their Subsidiaries shall, in connection with such Acquisition, assume or remain liable in respect of any Indebtedness of the Seller or Sellers, or other obligation of the Seller or Sellers (except for Permitted Indebtedness), and (ii) all property to be so acquired in connection with such Acquisition shall be free and clear of any and all Liens, except for Permitted Liens (and if any such property is subject to any Lien not permitted by this clause (ii) then concurrently with such Acquisition such Lien shall be released);

(g) such Acquisition shall be effected in such a manner so that the acquired assets or Equity Interests are owned either by a Loan Party (other than the Mexican Loan Party) or a wholly owned Domestic Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party (other than the Mexican Loan Party), such Loan Party shall be the continuing or surviving Person;

(h) the Loan Parties shall have Liquidity in an amount equal to or greater than U.S.$8,000,000 immediately after giving effect to the consummation of the proposed Acquisition;

(i) the assets being acquired or the Person whose Equity Interests are being acquired did not have negative EBITDA during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition;

(j) the assets being acquired, or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of the Loan Parties and their Subsidiaries or a business reasonably related thereto;

(k) the assets being acquired are located within the United States or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within the United States;

(l) such Acquisition shall be consensual and shall have been approved by the board of directors of the Person whose Equity Interests or assets are proposed to be acquired and shall not have been preceded by an unsolicited tender offer for such Equity Interests by, or proxy contest initiated by, Ultimate Holdings or any of its Subsidiaries or an Affiliate thereof;

(m) any such Domestic Subsidiary (and its equity holders) shall execute and deliver the agreements, instruments and other documents required by Section 10.1(b) on or prior to the date of the consummation of such Acquisition; and

(n) the Purchase Price payable in respect of any single Acquisition or series of related Acquisitions shall not exceed an amount equal to 15% of Revenue of Intermediate Holdings for the period of four consecutive fiscal quarters most recently ended prior to the date of such Acquisition.

"Permitted Cure Equity" means Qualified Equity Interests of Ultimate Holdings.

"Permitted Disposition" means:

(o) sale of Inventory in the ordinary course of business;

(p) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(q) leasing or subleasing assets in the ordinary course of business;

(r) (i) the lapse of Registered Intellectual Property of Ultimate Holdings and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(s) any involuntary loss, damage or destruction of property;

(t) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(u) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Ultimate Holdings or any of its Subsidiaries to a Loan Party (other than Ultimate Holdings or the Mexican Loan Party), and (ii) from any Subsidiary of Ultimate Holdings that is not a Loan Party (or is the Mexican Loan Party) to any other Subsidiary of Ultimate Holdings;

(v) Permitted Factoring Dispositions;

(w) Disposition of obsolete or worn-out equipment in the ordinary course of business, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, $300,000 in any Fiscal Year; and

(x) Disposition of property or assets not otherwise permitted in clauses (a) through (i) above for cash in the ordinary course of business for not less than the fair market value of such property or assets, in an aggregate amount not to exceed, for all Loan Parties and their Subsidiaries, US$600,000 in any Fiscal Year.

"Permitted Earn-out Obligations" means, collectively, (a) all Permitted Existing Earn-Out Obligations and (b) all Permitted Future Earn-out Obligations, in each case determined assuming the maximum amount payable in connection with any such Earn-out Obligations.

"Permitted Earn-out Payments" means (a) the payment of all Permitted Existing Earn-Out Obligations that are payable solely in Equity Interests, as and when due and payable under the Acquisition documents related thereto, (b) the payment of all Permitted Existing Earn-Out Obligations that are payable solely in cash or Cash Equivalents, as and when due and payable under the Acquisition documents related thereto, but in the case of this clause (b) solely as long as the Payment Conditions are met with respect thereto, and (c) the payment of all Permitted Future Earn-out Obligations, as and when due and payable under the Acquisition documents related thereto, to the extent such payment is permitted under the Subordination Agreement entered into with respect thereto.

"Permitted Existing Earn-Out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred prior to the Closing Date set forth on Schedule 11.1(e), whether payable in Equity Interests or cash or Cash Equivalents.

"Permitted Factoring Dispositions" means any Disposition of Accounts via a factoring, reverse factoring or confirming arrangement to any Person that is not an Affiliate of any Loan Party or Subsidiary thereof, in the ordinary course of business and consistent with past practices, so long as the aggregate face value of all such Accounts that have been so factored, reversed factored or confirmed and not been paid by the account debtor thereof shall not exceed US$1,800,000 at any one time outstanding.

"Permitted Future Earn-Out Obligations" means, collectively, the aggregate outstanding amount of all Earn-out Obligations incurred after May 27, 2022 (other than, for avoidance of doubt, the Existing Earn-Out Obligations), whether payable in Equity Interests or cash or Cash Equivalents, so long as (a) such Earn-out Obligations are incurred in connection with a Permitted Acquisition, and (b) the aggregate outstanding amount of all such Earn-out Obligations payable in cash does not exceed US$12,000,000 and the holders of such Earn-out Obligations have agreed to subordinate their claims with respect thereto to the prior payment of

the Obligations pursuant to a subordination agreement reasonably satisfactory to the Required Lenders.

"Permitted Holders" means (i) Macfran S.A. de C.V., (ii) Invertis, SA de CV, (iii) Diego Zavala (iv) Mauricio Rioseco, (v) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17938-6 (Credit Suisse), (vi) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the trust No. F/17937-8 (Credit Suisse), (vii) Banco Nacional de México, S.A., Member of Grupo Financiero Banamex, División Fiduciaria, in its capacity as trustee of the irrevocable trust for the issuance of senior bonds No. F/173183 (Nexxus), (viii) Nexxus Capital Private Equity Fund, VI, LP, (ix) Mauricio Garduño González Elizondo, (x) Rodrigo Franco Hernández, (xi) MZM Estrategia, S.A.P.I. de C.V., (xii) Isabelle Richard, (xiii) Georgina Rojas Aboumrad, (xiv) Alejandro Rojas Domene, (xv) Miguel Angel Ambrosi Herrera, (xvi) Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero acting as trustee pursuant to the Contrato de Fideicomiso Irrevocable de Emisión de Cert. Bursátiles Fid. de Desarrollo N.F2416 (LIV Mexico Growth IV N.F2416) and (xvii) LIV Mexico Growth Fund IV, L.P.

"Permitted Indebtedness" means:

(y) any Indebtedness owing to any Agent or any Lender under the New Senior Credit Agreement and the other loan documents thereunder;

(z) any other Indebtedness listed on Schedule 7.02(b) to the New Senior Credit Agreement (as in effect on May 27, 2022), and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(aa) Permitted Purchase Money Indebtedness and any Permitted Refinancing Indebtedness in respect of such Indebtedness;

(bb) Permitted Intercompany Investments;

(cc) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(dd) Indebtedness owed to any Person providing, or providing financing for, property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(ee) the incurrence by any Loan Party of Indebtedness under Hedging Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's operations and not for speculative purposes;

(ff) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(gg) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of any Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions;

(hh) Indebtedness of a Person whose assets or Equity Interests are acquired by Holdings or any of its Domestic Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed US$300,000 at any one time outstanding; *provided* that such Indebtedness (i) is either Permitted Purchase Money Indebtedness or a Capitalized Lease with respect to equipment or mortgage financing with respect to a Facility, (ii) was in existence prior to the date of such Permitted Acquisition, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(ii) unsecured Indebtedness of Ultimate Holdings or any of its Subsidiaries that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such unsecured Indebtedness is not incurred for working capital purposes, (iii) such unsecured Indebtedness does not mature prior to the date that is 12 months after the New Senior Credit Agreement Final Maturity Date, (iv) such unsecured Indebtedness does not amortize until 12 months after the New Senior Credit Agreement Final Maturity Date, (v) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the New Senior Credit Agreement Final Maturity Date, and (vi) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to the Collateral Agent and the Required Lenders;

(jj) the Existing Earn-Out Obligations;

(kk) Permitted Future Earn-Out Obligations;

(ll) Subordinated Indebtedness;

(mm) Indebtedness arising from Permitting Factoring Dispositions;

(nn) the AGS Indebtedness; *provided* that such Indebtedness is subject to, and permitted by, the AGS Subordination Agreement;

(oo) the Exitus Indebtedness; *provided* that such Indebtedness is subject to, and permitted by, the Exitus Subordination Agreement (as defined in the New Senior Credit Agreement);

(pp) to the extent constituting Indebtedness, the Unpaid Taxes;

(qq) PPP Indebtedness, in an aggregate amount not to exceed US$312,041;

(rr) Indebtedness in respect of letters of credit issued by third-party financial institutions, so long as the maximum aggregate face amount of such letters of credit shall not exceed US$2,400,000 at any time; and

(ss) other unsecured Indebtedness owed to any Person that is not an Affiliate of Intermediate Holdings or any of its Subsidiaries, in an aggregate outstanding amount not to exceed US$4,800,000 at any time.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party (other than the Mexican Loan Party), (b) a Loan Party to or in a Subsidiary that is not a Loan Party (or to the Mexican Loan Party) so long as either (i) such Investment is made in the ordinary course of business, or (ii) the aggregate amount of all Investments made pursuant to this clause (b)(ii) does not exceed $600,000 at any one time outstanding, (c) a Subsidiary that is not a Loan Party (or that is the Mexican Loan Party) to or in another Subsidiary that is not a Loan Party (or to the Mexican Loan Party), and (d) a Subsidiary that is not a Loan Party (or the Mexican Loan Party) to or in a Loan Party (including the Investments listed on Schedule 1.01(C) to the New Senior Credit Agreement (as in effect on May 27, 2022)), so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement (as defined in the New Senior Credit Agreement).

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) to the New Senior Credit Agreement (as in effect on May 27, 2022) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments; and

(g) Permitted Acquisitions.

"Permitted Investor Debt" shall mean all indebtedness incurred under the Investor Debt Promissory Note, in a maximum aggregate amount not to exceed US$8,000,000 (or the Peso Equivalent thereof) at any time.

"Permitted Investor Debt Payments" shall mean, solely as long as the Payment Conditions are met with respect thereto, the payment to the Investor Debt Noteholder of (a) regularly scheduled interest payments, as and when due and payable under the Investor Debt Promissory Note, and (b) solely on or after January 1, 2022, regularly scheduled payments of principal of the Permitted Investor Debt (for the avoidance of doubt, excluding any prepayments), as and when due and payable under the Investor Debt Promissory Note.

"Permitted Liens" means:

(tt) Liens securing the Obligations;

(uu) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 10.1(c)(ii);

(vv) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(ww) Liens described on Schedule 7.02(a) to the New Senior Credit Agreement (as in effect on May 27, 2022); *provided* that any such Lien shall only secure the Indebtedness that it secures on May 27, 2022, and any Permitted Refinancing Indebtedness in respect thereof;

(xx) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure Permitted Purchase Money Indebtedness so long as such Lien only (i) attaches to such property and (ii) secures the Indebtedness that was incurred to acquire such property or any Permitted Refinancing Indebtedness in respect thereof;

(yy) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(zz) with respect to any Facility, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(aaa) Liens of landlords and mortgagees of landlords (i) arising by statute or under any Lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(bbb) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(ccc) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(ddd) judgment liens (other than for the payment of taxes, assessments or other governmental charges) securing judgments and other proceedings not constituting an Event of Default under Section 13.1(j);

(eee) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(fff) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(ggg) Liens assumed by Holdings or any of its Domestic Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (j) of the definition of Permitted Indebtedness; and

(hhh) Liens solely on any cash earnest money deposits made by any Loan Party in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition;

(iii) Liens on cash collateral securing Indebtedness and obligations relating thereto that is permitted, and not securing any obligations in excess of the amount that is permitted, under clause (u) of the definition of Permitted Indebtedness;

(jjj) Liens securing this Agreement, to the extent subject to the Reference Subordination Agreement; and

(kkk) other Liens granted to any Person that is not an Affiliate of the Borrower or any Subsidiary of the Borrower in the ordinary course of business, so long as such Liens secure obligations in an aggregate outstanding amount that does not exceed $120,000 at any time;

provided that in no event shall any Loan Party or any Subsidiary of a Loan Party grant a Lien on (x) any property of any Loan Party or Subsidiary of a Loan Party that is organized under the law of Mexico, or (y) any Equity Interests of any Loan Party or any Subsidiary of a Loan Party that is organized under the law of Mexico unless, in each such case, such Lien secures the Obligations (subject to the provisions of the Reference Subordination Agreement) and obligations under the New Senior Credit Agreement.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations) incurred to finance the acquisition of any fixed assets secured by a Lien permitted under clause (e) of the definition of "Permitted Liens"; *provided* that:

(a) such Indebtedness is incurred within 30 days after such acquisition,

(b) such Indebtedness when incurred shall not exceed the purchase price of the asset financed and

(c) the aggregate principal amount of all such Indebtedness shall not exceed US$900,000 at any time outstanding.

"Permitted Refinancing Indebtedness" means the extension of maturity, refinancing or modification of the terms of Indebtedness so long as:

(lll) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification (other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto);

(mmm) such extension, refinancing or modification does not result in a shortening of the average weighted maturity (measured as of the extension, refinancing or modification) of the Indebtedness so extended, refinanced or modified;

(nnn) such extension, refinancing or modification is pursuant to terms that are not less favorable to the Loan Parties and the Lenders than the terms of the Indebtedness (including, without limitation, terms relating to the collateral (if any) and subordination (if any)) being extended, refinanced or modified; ~~and~~

(ooo) the Indebtedness that is extended, refinanced or modified is not recourse to any Loan Party or any of its Subsidiaries that is liable on account of the obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended~~.~~;

(ppp) such extension, refinancing or modification shall not be secured by any Lien on any asset other than the assets that secured such Indebtedness being extended, refinanced or modified or, if applicable, shall be unsecured; and

(qqq) such extension, refinancing or modification shall not (if secured) have a Lien priority greater than such Indebtedness being extended, refinanced or modified.

"Permitted Restricted Payments" means any of the following Restricted Payments made by:

(~~ppp~~rrr) any Loan Party to Ultimate Holdings in amounts necessary to pay taxes and other customary expenses as and when due and owing by Ultimate Holdings in

the ordinary course of its business as a public holding company (including salaries and related reasonable and customary expenses incurred by employees of Ultimate Holdings), so long as no Default or Event of Default shall have occurred and be continuing or would result from the making of such payment,

(~~qqq~~sss) any Loan Party to any other Loan Party (other than Ultimate Holdings and the Mexican Loan Party),

(~~rrr~~ttt) any Subsidiary of Intermediate Holdings that is not a Loan Party (or that is the Mexican Loan Party) to any other Subsidiary of Intermediate Holdings,

(~~sss~~uuu) Ultimate Holdings to pay dividends in the form of common Equity Interests, and

(~~ttt~~vvv) payments hereunder constituting Restricted Payments.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) and (c) of the definition of Permitted Liens, and, solely in the case of Section 10.1(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means any natural person, corporation, partnership, trust, limited liability company, association, Governmental Authority, or any other entity, whether acting in an individual, fiduciary or other capacity.

"Pesos" or "MXN" means the lawful currency of Mexico.

"Peso/Dollar Reference Exchange Rate" means an exchange rate of MXN21.00 Pesos for each Dollar.

"Peso Commitments" means, as to each Peso Lender, its obligation to make Peso Loans to the Borrowers pursuant to Section 2.1(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Peso Lender's name on Annex A or in the Assignment Agreement pursuant to which such Peso Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Peso Equivalent" means, with respect to any amount in Dollars, the amount, determined by reference to the Conversion Rate as of any date of determination, of Pesos that could be purchased with such amount of Dollars on such date.

"Peso Lender" means at any time, (a) any Lender that has a Peso Commitment at such time and (b) if the Commitments of the Peso Lenders to make Peso Loans have been

terminated pursuant to Section 6.1 or Section 6.2 or, if the Aggregate Commitments have expired, any Lender that holds a Peso Loan at such time.

"Peso Loan" means a Tranche A-2 Loan and/or a Tranche B-2 Loan, as the context may require.

"PPP Indebtedness" means, collectively, certain Indebtedness pursuant to the Paycheck Protection Program of the Small Business Administration (a) between Bank of America, as lender, and AgileThought, LLC, as borrower, in the original aggregate principal amount of US$310,000, (b) between Bank of America, as lender, and AN USA LLC, as borrower, in the original aggregate principal amount of US$42,000 and (c) between Bank of America, as lender, and AGS Alpama Global Services LLC, as borrower, in the original aggregate principal amount of US$8,000.

"Proceeding" or "proceeding" means any investigation, inquiry, litigation, review, hearing, suit, claim, audit, arbitration, proceeding or action (in each case, whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Project Thunder" means the fundamental changes described on Schedule 7.02(c) to the New Senior Credit Agreement (as in effect on May 27, 2022).

"Projections" means financial projections of Ultimate Holdings and its Subsidiaries delivered to the Lender, as updated from time to time pursuant to Section 10.1(a)(vi).

"Pro Rata Share" means:

(~~uuu~~www) with respect to a Lender's obligation to make Loans of any Type and right to receive payments of interest, fees, and principal with respect thereto, (i) prior to the Commitments being terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment to make Loans of such Type *plus* the Dollar Amount of the unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders required to make Loans of such Type *plus* the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Type of all Lenders, and (ii) from and after the time the Commitments to make Loans of such Type have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans of such Type, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of such Type of all Lenders; and

(~~vvv~~xxx) with respect to all other matters as to a particular Lender, (i) prior to the time that the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of such Lender's Commitment (if any), *plus* the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the Aggregate Commitments of all Lenders, *plus* the Dollar Amount of the aggregate unpaid principal amount all Loans of all Lenders, and (ii) if the Commitments have been terminated or reduced to zero, the percentage obtained by dividing (x) the Dollar Amount of the aggregate unpaid principal amount of such Lender's Loans, by (y) the Dollar Amount of the aggregate unpaid principal amount of all Loans of all Lenders.

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (a) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Equity Interests of any Loan Party or any of its Subsidiaries issued in connection with such Acquisition), paid or delivered by a Loan Party or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments, payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, *plus* (b) the aggregate amount of liabilities of the acquired business (net of current assets of the acquired business) that would be reflected on a balance sheet (if such were to be prepared) of Ultimate Holdings and its Subsidiaries after giving effect to such Acquisition, *plus* (c) the aggregate amount of all transaction fees, costs and expenses incurred by Ultimate Holdings or any of its Subsidiaries in connection with such Acquisition.

"Qualified Cash" means, as of any date of determination, the aggregate amount of unrestricted cash on-hand of the Loan Parties (other than the Mexican Loan Party) maintained in deposit accounts in the name of a Loan Party in the United States as of such date, which deposit accounts are, subject to Schedule 10.1(r) of the New Senior Credit Agreement, subject to Control Agreements.

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Real Property Deliverables" means each of the following agreements, instruments and other documents in respect of each Facility:

(~~wwww~~yyy) a mortgage agreement, in form and substance satisfactory to the Lenders, duly executed by the applicable Loan Party,

(~~xxx~~zzz) evidence of the recording of each mortgage agreement in such office or offices as may be necessary or, in the reasonable opinion of the Required Lender , desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(~~yyy~~aaaa) a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to each mortgage agreement, dated as of the date such Title Insurance Policy is required to be delivered to the Collateral Agent hereunder;

(~~zzz~~bbbb) a current ALTA survey and a surveyor's certificate, certified to the Collateral Agent and to the issuer of the Title Insurance Policy with respect thereto by a professional surveyor licensed in the state in which such Facility is located and reasonably satisfactory to the Required Lenders;

(~~aaaa~~cccc) in the case of a leasehold interest, a certified copy of the Lease between the landlord and such Person with respect to such real property in which such Person has a leasehold interest;

(~~bbbb~~dddd) a zoning report issued by a provider reasonably satisfactory to the Collateral Agent or a copy of each letter issued by the applicable Governmental Authority, evidencing each Facility's compliance with all applicable Requirements of Law, together with a copy of all certificates of occupancy issued with respect to each Facility;

(~~cccc~~eeee) an opinion of counsel, satisfactory to the Required Lenders , in the state where such Facility is located with respect to the enforceability of the Mortgage to be recorded and such other matters as the Collateral Agent may reasonably request at the request of the Required Lenders;

(~~dddd~~ffff) a Phase I Environmental Site Assessment prepared in accordance with the United States Environmental Protection Agency Standards and Practices for "All Appropriate Inquiries" under Section 101(3)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act as referenced in 40 CFR Part 312 and ASTM E-1527-13 "Standard Practice for Environmental Assessments" ("Phase I ESA" (and if reasonably requested by the Collateral Agent at the request of the Required Lenders based upon the results of such Phase I ESA, a Phase II Environmental Site Assessment), by a nationally recognized environmental consulting firm, reasonably satisfactory to the Required Lenders; and

(~~eeee~~gggg) such other agreements, instruments, appraisals and other documents (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require at the request of the Required Lenders.

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Registration Rights Agreement" means a registration rights agreement (as may be amended, restated or otherwise modified from time to time), entered into by and among the Borrowers, the Lenders and any other parties thereto, granting registration rights with respect to the Conversion Payment Shares, which specifically states that it is a "Registration Rights Agreement" for purposes of this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in any environmental media, including the indoor or outdoor air, soil, surface or ground water, sediments or property.

"Remedial Action" means any action (a) to correct, mitigate, or address any actual, alleged or threatened violation of or non-compliance with any Environmental Law or Environmental Permit, or (b) to clean up, remove, remediate, mitigate, abate, contain, treat, monitor, assess, evaluate, investigate, prevent, minimize or in any other way address any environmental condition or the actual, alleged or threatened presence, Release or threatened Release of any Hazardous Materials (including the performance of pre-remedial studies and investigations and post-remedial operation and maintenance activities).

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC under the regulations promulgated under such Section).

"Required Lenders" means, at any time, Lenders whose Pro Rata Shares exceed 60% as determined pursuant to clause (b) of the definition of "Pro Rata Share"; provided that the Pro Rata Shares held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirements of Law" means, with respect to any Person, collectively, the common law and any and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines,

ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, together with any payment or distribution pursuant to a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or the making of any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such or (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equity holders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party.

"Revenue" means, for any period, the aggregate amount received by Ultimate Holdings and its Subsidiaries during such period for the sale of good and/or the provision of services, determined in compliance with Accounting Standards Codification 606 (Revenue from Contracts with Customers) published by the Financial Accounting Standards Board.

"Sale and Leaseback Transaction" means, with respect to Ultimate Holdings or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Ultimate Holdings or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanctioned Person" means, at any time, (a) any Person listed in OFAC's Specially Designated Nationals and Blocked Persons List, OFAC's Sectoral Sanctions Identification List, and any other Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, Germany, Canada, Australia, or other

relevant sanctions authority, (b) a Person that resides in, is organized in or located in, or has a place of business in, a country or territory named on any list referred to in clause (a) of this definition or a country or territory that is designated as a "Non-Cooperative Jurisdiction" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through any such jurisdiction (each of the foregoing in this clause (b), a "Sanction Target"), or a Person that owns 50% or more of the Equity Interests of, or is otherwise controlled by, or is acting on behalf of, one or more Sanction Targets, (c) any Person with whom or with which a United States Person is prohibited from dealing under any of the Sanctions, or (d) any Person owned or controlled by any Person or Persons described in clause (a) or (b).

"Sanctions" means Requirements of Law concerning or relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, the European Union, or Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission or any other Governmental Authority succeeding to any of the principal functions thereof.

"Secured Party" means any Agent and any Lender.

"Seller" means any Person that sells Equity Interests or other property or assets to a Loan Party or a Subsidiary of a Loan Party in a Permitted Acquisition.

"Senior Credit Facility" means any extension of credit to IT Global Holding LLC, 4th Source, LLC, AN Extend, S.A. de C.V. and AgileThought, LLC pursuant to the amended and restated credit agreement dated as of July 18, 2019, among IT Global Holding LLC and 4th Source, LLC and AgileThought, LLC, as borrowers, the Holding Companies, the other Loan Parties party thereto and Monroe Capital Management Advisors, LLC as administrative agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Senior Officer" means, with respect to any Loan Party, any of the president, chief executive officer, the chief financial officer, or the treasurer of that Loan Party.

"Subordinated Debt" means, collectively, any unsecured Debt of Loan Parties and their Subsidiaries which is subject to a Subordination Agreement.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) are satisfactory to the Required Lenders and which has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the New Senior Credit Agreement.

"Subordination Agreement" means (a) the subordination terms and covenants set forth in the Master Intercompany Note, and (b) any other subordination agreement or terms and covenants set forth in documents evidencing Subordinated Debt that are executed by a holder of Subordinated Debt in favor of Administrative Agent and the Lenders from time to time on or after the Closing Date, in the cases of clauses (a) and (b) in form and substance and on terms and conditions satisfactory to the Required Lenders in their discretion.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, outstanding Equity Interests having more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context clearly otherwise requires, each reference to Subsidiaries in this Agreement refers to Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) of the Loan Parties.

"Swap Obligation" means, with respect to a Loan Party, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

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

"Termination Date" means the earlier of November 29, 2021, and the date on which the Aggregate Commitments shall have been entirely utilized or terminated in accordance with this Agreement.

"Total Debt" means, on any date of determination, all Debt of the Consolidated Group on such day, determined on a consolidated basis in accordance with GAAP, but excluding (a) contingent obligations thereof in respect of Contingent Liabilities (except to the extent constituting (i) Contingent Liabilities thereof in respect of Debt of a Person other than any Loan Party, or (ii) Contingent Liabilities thereof in respect of undrawn letters of credit), (b) any Hedging Obligations thereof, (c) Debt of any Borrower to any other Borrower, to the extent subordinated to the Obligations pursuant to the Master Intercompany Note, (d) for avoidance of doubt, Permitted Earn-out Obligations to the extent that the amount thereof is not yet due and payable, and (e) the Obligations.

"Total Leverage Ratio" means, for the Consolidated Group determined on a consolidated basis in accordance with GAAP as of the last day of any Computation Period, the ratio of (a) Total Debt (excluding any the Permitted Investor Debt, indebtedness outstanding under the Exitus Debt Promissory Note, Permitted Earn-out Obligations and the Fifth

Amendment Fee (as such term is defined in the Senior Credit Facility) and other fees or other compensation payable in respect of the Senior Credit Facility) thereof as of such day, to (b) EBITDA thereof for the Computation Period ending on such day.

"Tranche A Applicable Rate" means, as of any date specified in the table below, a rate *per annum* equal to the rate set forth opposite such date by reference to Tranche B-1 Loan and Tranche B-2 Loan remaining outstanding, or not being outstanding (as applicable), at such date:

At any time the Tranche B-1 Loan and Tranche B-2 Loan are not outstanding		**At any time the Tranche B-1 Loan and Tranche B-2 Loan remain outstanding**	
Date	**Tranche A Applicable Rate**	**Date**	**Tranche A Applicable Rate**
From the Interest Payment Date falling in September, 2023 to the day immediately preceding the Interest Payment Date falling in March, 2024	0.00%	From the Interest Payment Date falling in September, 2023 to the day immediately preceding the Interest Payment Date falling in March, 2024	1.00%
From the Interest Payment Date falling in March, 2024 to the day immediately preceding the Interest Payment Date falling in September, 2024	1.00%	From the Interest Payment Date falling in March, 2024 to the day immediately preceding the Interest Payment Date falling in September, 2024	2.00%
From the Interest Payment Date falling in September, 2024 to the day immediately preceding the Interest Payment Date falling in March, 2025	2.00%	From the Interest Payment Date falling in September, 2024 to the day immediately preceding the Interest Payment Date falling in March, 2025	3.00%
From the Interest Payment Date falling in March, 2025 ~~to the day immediately preceding the Interest Payment Date falling in September, 2025~~ and at any time thereafter	3.00%	From the Interest Payment Date falling in March, 2025 ~~to the day immediately preceding the Interest Payment Date falling in September, 2025~~and at any time thereafter	4.00%
~~From the Interest Payment Date falling in September, 2025 to the day~~	~~4.00%~~	~~From the Interest Payment Date falling in September, 2025 to the day~~	~~5.00%~~

~~immediately preceding the Interest Payment Date falling in March, 2026~~		~~immediately preceding the Interest Payment Date falling in March, 2026~~	
~~From the Interest Payment Date falling in March, 2026 and any time thereafter~~	~~5.00%~~	~~From the Interest Payment Date falling in March, 2026 and any time thereafter~~	~~5.00%~~

"Tranche A-1 Commitment" means, as to any Tranche A-1 Lender, such Lender's commitment to make Tranche A-1 Loans on the Closing Date under this Agreement. The amount of each Tranche A-1 Lender's Tranche A-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders as of the Closing Date is US$3,000,000.

"Tranche A-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-1 Loan at such time.

"Tranche A-1 Loan" means an extension of credit in Dollars made by a Tranche A-1 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-1 Maturity Date" means ~~September 15~~July 1, ~~2026~~2025; *provided, however*, that if such date is not a Business Day, the Tranche A-1 Maturity Date shall be the immediately preceding Business Day.

"Tranche A-1 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-1 Lender evidencing Tranche A-1 Loans made by such Tranche A-1 Lender, substantially in the form of Exhibit D.

"Tranche A-1 Total Repayment Return" means with respect to any repayment of the Tranche A-1 Loans (including by way of conversion pursuant to Article XVIII), an IRR for the Tranche A-1 Lenders in respect of the amount being repaid.

"Tranche A-2 Commitment" means, as to any Tranche A-2 Lender, such Lender's commitment to make Tranche A-2 Loans on the Closing Date under this Agreement. The amount of each Tranche A-2 Lender's Tranche A-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders as of the Closing Date is MXN$120,000,000.

"Tranche A-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche A-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche A-2 Loan at such time.

"Tranche A-2 Loan" means an extension of credit in Pesos made by a Tranche A-2 Lender to AgileThought Mexico pursuant to this Agreement.

"Tranche A-2 Maturity Date" means ~~September 15~~July 1, ~~2026~~2025; *provided, however*, that if such date is not a Business Day, the Tranche A-2 Maturity Date shall be the immediately preceding Business Day.

"Tranche A-2 Note" means a non-negotiable promissory note (*pagaré no negociable*) made by AgileThought Mexico, as issuer, and each other Mexican Loan Party, *por aval*, in favor of a Tranche A-2 Lender evidencing Tranche A-2 Loans made by such Tranche A-2 Lender, substantially in the form of Exhibit E.

"Tranche A-2 Total Repayment Return" means with respect to any repayment of the Tranche A-2 Loans (including by way of conversion pursuant to Article XVIII), an IRR for the Tranche A-2 Lenders in respect of the amount being repaid.

"Tranche B-1 Commitment" means, as to any Tranche B-1 Lender, such Lender's commitment to make Tranche B-1 Loans on the Closing Date under this Agreement. The amount of each Tranche B-1 Lender's Tranche B-1 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders as of the Closing Date is the equivalent in Dollars of MXN$71,524,492.12 determined by reference to the Conversion Rate as of the Closing Date, which amount in Dollars will be specified in the Funds Flow Memorandum.

"Tranche B-1 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-1 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-1 Loan at such time.

"Tranche B-1 Loan" means an extension of credit in Dollars made by a Tranche B-1 Lender to Ultimate Holdings~~,~~ pursuant to this Agreement.

"Tranche B-1 Maturity Date" means June 15, 2023; *provided, however*, that, in each case, if such date is not a Business Day, the Tranche B-1 Maturity Date shall be the immediately preceding Business Day.

"Tranche B-1 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-1 Lender evidencing Tranche B-1 Loans made by such Tranche B-1 Lender, substantially in the form of Exhibit F.

"Tranche B-2 Commitment" means, as to any Tranche B-2 Lender, such Lender's commitment to make Tranche B-2 Loans on the Closing Date under this Agreement. The amount of each Tranche B-2 Lender's Tranche B-2 Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders as of the Closing Date is MXN$78,446,203.

"Tranche B-2 Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche B-2 Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche B-2 Loan at such time.

"Tranche B-2 Loan" means an extension of credit in Pesos made by a Tranche B-2 Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche B-2 Maturity Date" means June 15, 2023; *provided, however*, that, in each case, if such date is not a Business Day, the Tranche B-2 Maturity Date shall be the immediately preceding Business Day.

"Tranche B-2 Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche B-2 Lender evidencing Tranche B-2 Loans made by such Tranche B-2 Lender, substantially in the form of Exhibit G.

"Tranche C Commitment" means, as to any Tranche C Lender, such Lender's commitment to make Tranche C Loans on the Closing Date under this Agreement. The amount of each Tranche C Lender's Tranche C Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche C Commitments of all Tranche C Lenders as of the Closing Date is US$4,000,000.

"Tranche C Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche C Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche C Loan at such time.

"Tranche C Loan" means an extension of credit in Dollars made by a Tranche C Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche C Maturity Date" means September 15, 2026; *provided, however*, that if such date is not a Business Day, the Tranche C Maturity Date shall be the immediately preceding Business Day.

"Tranche C Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche C Lender evidencing Tranche C Loans made by such Tranche C Lender, substantially in the form of Exhibit H.

"Tranche D Commitment" means, as to any Tranche D Lender, such Lender's commitment to make Tranche D Loans on the Closing Date under this Agreement. The amount of each Tranche D Lender's Tranche D Commitment as of the Closing Date is set forth on Annex A. The aggregate amount of the Tranche D Commitments of all Tranche D Lenders as of the Closing Date is US$500,000.00.

"Tranche D Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Tranche D Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Tranche D Loan at such time.

"Tranche D Loan" means an extension of credit in Dollars made by a Tranche D Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche D Maturity Date" means September 15, 2026; *provided, however*, that if such date is not a Business Day, the Tranche D Maturity Date shall be the immediately preceding Business Day.

"Tranche D Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche D Lender evidencing Tranche D Loans made by such Tranche D Lender, substantially in the form of Exhibit I.

"Tranche E Commitment" means, as to any Tranche E Lender, such Lender's commitment to make Tranche E Loans on the Amendment No. 1 Effective Date under this Agreement. The amount of each Tranche E Lender's Tranche E Commitment as of the Amendment No. 1 Effective Date is set forth on Annex A. The aggregate amount of the Tranche E Commitments of all Tranche E Lenders as of the Amendment No. 1 Effective Date is US$200,000.

"Tranche E Lender" means (a) at any time on or prior to the Amendment No. 1 Effective Date, any Lender that has a Tranche E Commitment at such time and (b) at any time after the Amendment No. 1 Effective Date, any Lender that holds a Tranche E Loan at such time.

"Tranche E Loan" means an extension of credit in Dollars made by a Tranche E Lender to Ultimate Holdings pursuant to this Agreement.

"Tranche E Maturity Date" means September 15, 2026; *provided, however*, that if such date is not a Business Day, the Tranche E Maturity Date shall be the immediately preceding Business Day.

"Tranche E Note" means a promissory note made by Ultimate Holdings, as issuer, in favor of a Tranche E Lender evidencing Tranche E Loans made by such Tranche E Lender, substantially in the form of Exhibit K.

"Type" means, with respect to a Loan, its character as a Tranche A-1 Loan, a Tranche A-2 Loan, a Tranche B-1 Loan, a Tranche B-2 Loan, a Tranche C Loan, a Tranche D Loan or a Tranche E Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Ultimate Holdings" as defined in the preamble to this Agreement.

"United States" and "U.S." mean the United States of America.

"Unpaid Taxes" means the liabilities listed on Schedule 6.01(j) to the New Senior Credit Agreement (as in effect on May 27, 2022).

"Wholly Owned Subsidiary" means, as to any Person, a Subsidiary all of the Equity Interests of which (except directors' qualifying Equity Interests) are at the time directly or indirectly owned by that Person and/or another Wholly Owned Subsidiary of that Person. Unless the context otherwise requires, each reference to Wholly Owned Subsidiaries in this Agreement refers to Wholly Owned Subsidiaries (including, for avoidance of doubt, Excluded Foreign Subsidiaries and Immaterial Subsidiaries) of the Loan Parties.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

"13-Week Cash Flow" has the meaning assigned to such term in Section 10.1(a)(xix).

Section 1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "in its discretion" means "in its sole and absolute discretion." The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Agents, Loan Parties, the Lenders and the other parties hereto and thereto and are the products of all parties. Accordingly, they shall not be construed against the Agents or the Lenders merely because of the Agents' or Lenders' involvement in their preparation.

(h) If any delivery due date specified in Section 10.1 for the delivery of reports, certificates and other information required to be delivered pursuant to Section 10.1 falls on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day.

(i) A Default or Event of Default will be deemed to have occurred and exist at all times during the period commencing on the date that Default or Event of Default occurs to the date on which that Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement, and an Event of Default will "continue" or be "continuing" until that Event of Default has been waived in writing by the Required Lenders.

Section 1.3 Accounting and Other Terms.

(a) Unless otherwise expressly provided in this Agreement, each accounting term used in this Agreement has the meaning given it under GAAP applied on a basis consistent with those used in preparing the financial statements and using the same inventory valuation method as used in the financial statements, except for any change required or permitted by GAAP if Borrowers' certified public accountants concur in that change, the change is disclosed to Administrative Agent and Required Lenders, and Section 10.3 is amended in a manner satisfactory to the Required Lenders to take into account the effects of the change. All financial statements delivered pursuant to this Agreement shall be prepared in the English language and Dollars.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and any of the Borrowers, the Required Lenders shall so request, with notice to the Administrative Agent, the Lenders and the Borrower Representative on behalf of the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders). Notwithstanding anything to the contrary contained in this paragraph or the definition of " Capitalized Lease," or " Capitalized Lease Obligations" in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that they were in existence on the Closing Date) that would constitute Capitalized Leases or Capitalized Lease Obligations in accordance with GAAP on December 31, 2018, shall be considered Capitalized Leases or Capitalized Lease Obligations, as applicable, and all calculations and deliverables under this Agreement or any other Loan Document shall be made in accordance therewith; *provided* that, for the avoidance of doubt, all leases entered into after December 31, 2018, shall be capitalized, except to the extent that any such lease is a renewal, extension or replacement of any lease entered into or prior to December 31, 2018.

(c) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC and which are not otherwise defined in this Agreement have the same meanings in this Agreement as set forth therein, except that terms used in this Agreement which are defined in the UCC as in effect in the State of New York on the date of this Agreement will continue to have the same meaning notwithstanding any replacement or amendment of that statute except as Required Lenders may otherwise determine

Section 1.4 Classification of Loans1.4.1 . For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Tranche A-1 Loan").

ARTICLE II

COMMITMENTS OF THE LENDERS; BORROWING PROCEDURES

Section 2.1 Loans.

(a) Each Tranche A-1 Lender agrees to make a Tranche A-1 Loan in Dollars to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-1 Commitments of all Tranche A-1 Lenders. The Tranche A-1 Commitments of the Tranche A-1 Lenders to make Tranche A-1 Loans shall expire concurrently with the making of the Tranche A-1 Loans on the Closing Date.

(b) Each Tranche A-2 Lender agrees to make a Tranche A-2 Loan in Pesos to AgileThought Mexico on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche A-2 Commitments of all Tranche A-2 Lenders. The Tranche A-2 Commitments of the Tranche A-2 Lenders to make Tranche A-2 Loans shall expire concurrently with the making of the Tranche A-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(c) Each Tranche B-1 Lender agrees to make a Tranche B-1 Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-1 Commitments of all Tranche B-1 Lenders. The Tranche B-1 Commitments of the Tranche B-1 Lenders to make Tranche B-1 Loans shall expire concurrently with the making of the Tranche B-1 Loans on the Closing Date.

(d) Each Tranche B-2 Lender agrees to make a Tranche B-2 Loan in Pesos to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche B-2 Commitments of all Tranche B-2 Lenders. The Tranche B-2 Commitments of the Tranche B-2 Lenders to make Tranche B-2 Loans shall expire concurrently with the making of the Tranche B-2 Loans on the Closing Date. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Each Tranche C Lender agrees to make a Tranche C Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche C Commitments of all Tranche C Lenders. The Tranche C Commitments of the Tranche C Lenders to make Tranche C Loans shall expire concurrently with the making of the Tranche C Loans on the Closing Date.

(f) Each Tranche D Lender agrees to make a Tranche D Loan in Dollars to Ultimate Holdings on the Closing Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche D Commitments of all Tranche D Lenders. The Tranche D Commitments of the Tranche D Lenders to make Tranche D Loans shall expire concurrently with the making of the Tranche D Loans on the Closing Date.

(g) Each Tranche E Lender agrees to make a Tranche E Loan in Dollars to Ultimate Holdings on the Amendment No. 1 Effective Date in an amount equal to such Lender's Pro Rata Share of the aggregate amount of the Tranche E Commitments of all Tranche E Lenders. The Tranche E Commitments of the Tranche E Lenders to make Tranche E Loans shall expire concurrently with the making of the Tranche E Loans on the Amendment No. 1 Effective Date.

(h) Amounts repaid with respect to any of the Loans may not be reborrowed.

Section 2.2 Borrowing Procedures.

(a) The Borrower Representative shall give written notice (each such written notice, a "Notice of Borrowing") to Administrative Agent and each Lender of the proposed borrowing not later than 10:00 A.M. (Mexico, City time) three Business Days prior to the proposed date of that borrowing (or such shorter period acceptable to the Administrative Agent). Each such notice will be effective upon receipt by Administrative Agent, will be irrevocable, and must specify the proposed Closing Date (which date shall be a Business Day prior to the Termination Date), or with respect to the borrowing of Tranche E Loans, the proposed Amendment No. 1 Effective Date, and amount of the requested borrowing. Except as otherwise agreed in a flow of funds memorandum in form and substance acceptable to the Administrative Agent and the Lenders (a "Funds Flow Memorandum") on the Closing Date, or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date, each Lender shall provide Administrative Agent with immediately available funds covering that Lender's Pro Rata Share of that borrowing so long as the applicable Lender has not received written notice that the conditions precedent set forth in Article XII with respect to that borrowing have not been satisfied. Except as otherwise agreed in a Funds Flow Memorandum, after the Administrative Agent's receipt of the proceeds of the applicable Loans from the Lenders, the Administrative Agent shall make the proceeds of those Loans available to the applicable Borrower on the Closing Date (or with respect to a borrowing of Tranche E Loans, on the Amendment No. 1 Effective Date) by transferring to the applicable Borrower immediately available funds equal to the proceeds received by the Administrative Agent. There shall be a single borrowing of the Loans hereunder.

(b) Funding Losses. In connection with each Loan, each Borrower shall jointly and severally indemnify, defend, and hold the Administrative Agent and the Lenders

harmless against any loss, cost, or expense actually incurred by the Administrative Agent or any Lender as a result of the failure to borrow any Loan on the date specified by the Borrower Representative in a Notice of Borrowing (other than as a result of any failure of any Lender to make such Loan to the extent required by this Agreement that a court of competent jurisdiction finally determines to have resulted from gross negligence, willful misconduct, or bad faith of such Lender) (such losses, costs, or expenses, "Funding Losses"). A certificate of the Administrative Agent or a Lender delivered to the Borrower Representative setting forth in reasonable detail any amount or amounts that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 2.2(b) shall be conclusive absent manifest error. Borrowers shall pay such amount to the Administrative Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate.

Section 2.3 Commitments Several. The failure of any Lender to make a requested Loan on any date shall not relieve any other Lender of its obligation (if any) to make a Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Loan to be made by such other Lender. Anything herein to the contrary notwithstanding, the Tranche A-1 Lenders, Tranche A-2 Lenders, Tranche B-1 Lenders and Tranche B-2 Lenders shall be relieved from their obligations to make Loans hereunder in case of failure by the Tranche C Lenders and the Tranche D Lenders to make Tranche C Loans and Tranche D Loans in an aggregate principal amount of at least US$4,000,000, hereunder.

Section 2.4 Certain Conditions. No Lender shall have an obligation to make any Loan if an Event of Default or Default has occurred and is continuing.

Section 2.5 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions will apply for so long as that Lender is a Defaulting Lender:

(a) Any amount payable to a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, or otherwise and including any amount that would otherwise be payable to that Defaulting Lender pursuant to Section 7.5 but excluding Article VIII) will, in lieu of being distributed to that Defaulting Lender, be retained by the Administrative Agent and, subject to any applicable requirements of law, be applied as follows at such time or times: (i) first, to the payment of any amounts owing by that Defaulting Lender to the Agents under this Agreement; (ii) second, pro rata, to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement; (iii) third, if so determined by the Borrowers, held as cash collateral for future funding obligations of the Defaulting Lender under this Agreement; (iv) fourth, pro rata, to the payment of any amounts owing to the Borrowers or the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Borrower or any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and (v) fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. If any

such payment is a prepayment of the principal amount of any Loans and made at a time when the conditions set forth in Section 12.2 are satisfied, then that payment will be applied solely to prepay the Loans of all Lenders that are not Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender.

(b) If any Borrower notifies the Administrative Agent that a Defaulting Lender has adequately remedied all matters that caused that Lender to be a Defaulting Lender, then that Lender shall purchase at par such of the Loans of the other Lenders as necessary in order for that Lender to hold those Loans in accordance with its Pro Rata Share (as determined pursuant to clause (a) of the definition of "Pro Rata Share"). No Defaulting Lender will have any right to approve or disapprove any amendment, waiver, consent, or any other action the Lenders or the Required Lenders have taken or may take under this Agreement (including any consent to any amendment or waiver pursuant to Section 15.1) but any waiver, amendment, or modification requiring the consent of all Lenders or each directly affected Lender that affects a Defaulting Lender differently than other affected Lenders will require the consent of that Defaulting Lender.

ARTICLE III

EVIDENCING OF LOANS

Section 3.1 Notes. Each Tranche A-1 Loan shall be evidenced by a Tranche A-1 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (ii) each Tranche A-2 Loan shall be evidenced by a Tranche A-2 Note (which qualifies as a *pagaré* under Mexican law), executed by AgileThought Mexico as issuer and each Mexican Loan Party, *por aval*; (iii) each Tranche B-1 Loan shall be evidenced by a Tranche B-1 Note, executed by Ultimate Holdings as issuer; (iv) each Tranche B-2 Loan shall be evidenced by a Tranche B-2 Note, executed by Ultimate Holdings as issuer; (v) each Tranche C Loan shall be evidenced by a Tranche C Note, executed by Ultimate Holdings as issuer; (vi) each Tranche D Loan shall be evidenced by a Tranche D Note, executed by Ultimate Holdings as issuer; and (vii) each Tranche E Loan shall be evidenced by a Tranche E Note, executed by Ultimate Holdings as issuer. The Notes shall be delivered to each Lender for the benefit of such Lender on or before the Closing Date (or with respect to Tranche E Notes, on or before the Amendment No. 1 Effective Date), appropriately completed. Each Loan and interest thereon shall at all times (including after assignment pursuant to Section 15.6) be represented by one or more Notes in such form payable to the payee named therein. Each Lender shall be entitled to have its Notes substituted, exchanged or subdivided for Notes of lesser denominations in connection with a permitted assignment of all or any portion of such Lender's Loans and Notes pursuant to Section 15.6. In case of theft, partial or complete destruction or mutilation of any Note, the relevant Lender shall be entitled to request to the Borrowers, and the

Borrowers shall promptly (but in any event within ten days of such notice) execute and deliver in lieu thereof a new Note, dated the same date as the lost, stolen, destructed or mutilated Note.

Section 3.2 Recordkeeping. The Administrative Agent, on behalf of each Lender, shall record in its records, the date and amount of each Loan made by each Lender and each repayment or conversion (if permissible) thereof. The aggregate unpaid principal amount so recorded will be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount will not, however, limit or otherwise affect the Obligations of the Borrowers under this Agreement or under any Note to repay the principal amount of the Loans under this Agreement, together with all interest accruing thereon.

ARTICLE IV

INTEREST

Section 4.1 Interest Rates.

(a) (i) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-1 Loan (A) for the period commencing on the date that Tranche A-1 Loan is made until the day immediately preceding the Amendment No. 4 Effective Date at a rate per annum equal to 11.00%, and (B) for the period commencing on the Amendment No. 4 Effective Date until the Tranche A-1 Loan is paid in full at a rate per annum equal to the sum of (x) 11.00% and (y) the Tranche A Applicable Rate; (ii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche A-2 Loan (A) for the period commencing on the date that Tranche A-2 Loan is made until the day immediately preceding the Amendment No. 4 Effective Date at a rate per annum equal to 17.41%, and (B) for the period commencing on the Amendment No. 4 Effective Date until the Tranche A-2 Loan is paid in full at a rate per annum equal to the sum of (x) 17.41% and (y) the Tranche A Applicable Rate; (iii) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-1 Loan for the period commencing on the date that Tranche B-1 Loan is made until that Tranche B-1 Loan is paid in full at a rate per annum equal to 11.00%; (iv) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche B-2 Loan for the period commencing on the date that Tranche B-2 Loan is made until that Tranche B-2 Loan is paid in full at a rate per annum equal to 17.41%; (v) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche C Loan for the period commencing on the date that Tranche C Loan is made until that Tranche C Loan is paid in full at a rate per annum equal to 11.00%; (vi) Borrowers jointly and severally agree to pay interest on the unpaid principal amount of each Tranche D Loan for the period commencing on the date that Tranche D Loan is made until that Tranche D Loan is paid in full at a rate per annum equal to 11.00%; and (vii) Borrowers jointly and severally agree to pay interest on the unpaid principal

amount of each Tranche E Loan for the period commencing on the Amendment No. 1 Effective Date until that Tranche E Loan is paid in full at a rate per annum equal to 11.00%.

As between AgileThought Mexico and the Peso Lenders only, and for information purposes only, the interest rate applicable to the Peso Loans has been agreed giving due regard to factors that would make the rate the substantial equivalent to the interest rate applicable to the Dollar Loans.

(b) Notwithstanding the foregoing, at any time an Event of Default exists, the interest rate applicable to each Loan will be increased by 2% during the existence of an Event of Default (and, in the case of Obligations not bearing interest, those Obligations will, during the existence of an Event of Default, bear interest at the highest interest rate applicable to the Loans *plus* 2%), but any such increase may be rescinded by Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections 13.1(a), (f) or (g), the increase provided for in this Section 4.1 will occur automatically. In no event will interest payable by the Borrowers to any Lender under this Agreement exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, then that provision will be deemed modified to limit that interest to the maximum rate permitted under that law.

Section 4.2 Interest Payment Dates; Payment-in-Kind.

(a) Tranche A-1 Loans.

(i) Accrued interest on each Tranche A-1 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-1 Loans shall be payable on demand.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-1 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-1 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-1 Loans, and such interest amount (together with any principal of the Tranche A-1 Loans prior to giving effect to the provisions of this Section 4.2(a)(ii)) thereafter shall form part of the Tranche A-1 Loans and shall itself bear interest as provided in Section 4.1; *provided* that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-1 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three

Business Days prior to such Interest Payment Date, to require that all or any portion of the interest on the Tranche A-1 Loan maintained by such Tranche A-1 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); *provided, further*, that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-1 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-1 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-1 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-1 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-1 Loans as provided in this Section 4.2(a)(ii).

(b) Tranche A-2 Loans.

(i) Accrued interest on each Tranche A-2 Loan shall be payable in arrears on each Interest Payment Date, upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche A-2 Loans shall be payable on demand. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(ii) So long as no Default or Event of Default shall have occurred and be continuing and unless otherwise consented by the Tranche A-2 Lenders, on each Interest Payment Date (other than the Maturity Date), interest on the Tranche A-2 Loans shall be paid by capitalizing such interest and adding such capitalized interest to the then outstanding principal amount of the Tranche A-2 Loans, and such interest amount (together with any principal of the Tranche A-2 Loans prior to giving effect to the provisions of this Section 4.2(b)(ii)) thereafter shall form part of the Tranche A-2 Loans and shall itself bear interest as provided in Section 4.1; *provided* that so long as the Total Leverage Ratio of the Consolidated Group for the Computation Period most recently ended prior to such Interest Payment Date is not greater than 2.00:1.00, each Tranche A-2 Lender shall have the right (but shall not be obligated) to elect, by written notice to the Administrative Agent and the Borrower Representative delivered not earlier than three Business Days prior to such Interest Payment Date, to require that all or any portion of

the interest on the Tranche A-2 Loan maintained by such Tranche A-2 Lender remain due and payable in cash (in which case such interest (or portion thereof, as applicable) shall not be so capitalized or added to the principal but shall instead remain payable in cash); *provided, further*, that if a Default shall have occurred and be continuing on any date on which such interest is due, the Tranche A-2 Lenders shall be entitled to elect, by notice to the Borrower Representative, either to have such interest be capitalized and added to principal as set forth herein (in which case such payment shall be so capitalized and added to principal) or to require that it remain due and payable in cash (in which case such payment shall not be so capitalized or added to principal but shall instead remain payable in cash) and, in either case, such payment shall bear interest until paid in full as provided in Section 4.1. Each such determination by the Tranche A-2 Lenders shall be conclusive and binding on all parties hereto. If requested by the Tranche A-2 Lenders, the Borrowers shall, within 15 days after such request, cause new Notes to be issued to the Tranche A-2 Lenders, duly executed and delivered by the Borrowers, evidencing the obligation to pay the increased principal amount of the Tranche A-2 Loans as provided in this Section 4.2(b)(ii).

(c) Tranche B-1 Loans.

(i) Accrued interest on each Tranche B-1 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-1 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date, then the sum payable by the Borrowers in respect of interest on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount on account of interest on the Tranche B-1 Loans equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans.

(d) Tranche B-2 Loans.

(i) Accrued interest on each Tranche B-2 Loan shall be payable upon a prepayment of such Loan, and on the date on which all or any portion of the Obligations are accelerated, and at maturity. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche B-2 Loans shall be payable on demand.

(ii) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment of interest in cash on the Loans on any date,

then the sum payable by the Borrowers in respect of interest on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount on account of interest on the Tranche B-2 Loans equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans. Funds due in pesos will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the Closing Date.

(e) Tranche C Loans.

(i) Accrued interest on each Tranche C Loan shall be payable on the date on which all or any portion of the Obligations are accelerated, and on the Tranche C Maturity Date; *provided*, *however* that nothing herein shall restrict the Borrowers from making voluntary payments of such interest at any time prior to the Tranche C Maturity Date. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche C Loans shall be payable on demand.

(ii) [Reserved]

(f) Tranche D Loans.

(i) Accrued interest on each Tranche D Loan shall be payable in arrears on the date on which all or any portion of the Obligations are accelerated, and on the Tranche D Maturity Date *provided*, *however* that nothing herein shall restrict the Borrowers from making voluntary payments of such interest at any time prior to the Tranche D Maturity Date. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche D Loans shall be payable on demand.

(ii) [Reserved].

(g) Tranche E Loans.

(i) Accrued interest on each Tranche E Loan shall be payable in arrears on the date on which all or any portion of the Obligations are accelerated, and on the Tranche E Maturity Date; *provided*, *however* that nothing herein shall restrict the Borrowers from making voluntary payments of such interest at any time prior to the Tranche E Maturity Date. After maturity, and at any time an Event of Default exists, accrued interest on all Tranche E Loans shall be payable on demand.

(ii) [Reserved]

(h) The provisions of this Section 4.2 represent the sole and entire agreement of the parties to capitalize interest and accept payment of interest other than in cash; *provided* that such agreement is subject to the terms of the Reference Subordination Agreement. Any interest not capitalized and added to principal pursuant to Section 4.2 shall continue to be payable in cash in accordance with the terms of this Agreement and the Notes, and if unpaid when due, shall bear interest at the applicable rate provided in Section 4.1.

Section 4.3 Computation of Interest. Interest will be computed for the actual number of days elapsed on the basis of a year of 360 days.

Section 4.4 Intent to Limit Charges to Maximum Lawful Rate. In no event will any interest rate payable under this Agreement (including, without limitation, under Section 4.1 *plus* any other amounts paid in connection herewith), exceed the highest rate permissible under any law that a court of competent jurisdiction, in a final determination, deems applicable. Borrowers and the Lenders, in executing and delivering this Agreement, intend legally to agree upon the rates of interest and manner of payment stated within this Agreement; *provided* that, notwithstanding any provision of this Agreement to the contrary, if any such rate of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, each Borrower is and will be liable only for the payment of such maximum amount as is allowed by law, and payment received from such Borrower in excess of such legal maximum, whenever received, will be applied to reduce the principal balance of the Obligations to the extent of that excess.

ARTICLE V

FEES

Section 5.1 Fee Letters. Each Borrower jointly and severally agrees to pay to the Agents and to the Lenders all such fees and expenses as are mutually agreed to from time to time by the Borrower, the Agents and the Lenders, including, without limitation, the fees and expenses set forth in the Agents Fee Letter, in each case subject to the terms of the Reference Subordination Agreement. All fees payable under the Loan Documents shall be paid on the dates due, in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim. Fees paid under any Loan Document shall not be refundable under any circumstances.

Section 5.2 Facility Fee.

(a) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-1 Lenders, for their account (to be shared ratably among the Tranche A-1 Lenders), on the earliest of (i) the Tranche A-1 Maturity Date, (ii) the

date on which the Tranche A-1 Loans are paid in full in cash, and (iii) the date on which the Tranche A-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-1 Facility Fee Payment Date"), a fee (the "Tranche A-1 Facility Fee"), in an amount that results in a Tranche A-1 Total Repayment Return (after giving effect to any interest on the Tranche A-1 Loans paid on such date) equal to a rate which is 100 basis point higher that the interest rate applicable to the Tranche A-1 Loans pursuant to Section 4.1(a) in respect of the amount of the Tranche A-1 Loans required to be repaid (including by way of conversion pursuant to Article XVIII) on such date. The Tranche A-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-1 Lenders on the Tranche A-1 Facility Fee Payment Date.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche A-2 Lenders, for their account (to be shared ratably among the Tranche A-2 Lenders), on the earliest of (i) the Tranche A-2 Maturity Date, (ii) the date on which the Tranche A-2 Loans are paid in full in cash, and (iii) the date on which the Tranche A-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche A-2 Facility Fee Payment Date"), a fee (the "Tranche A-2 Facility Fee"), in an amount that results in a Tranche A-2 Total Repayment Return (after giving effect to any interest on the Tranche A-2 Loans paid on such date) equal to a rate which is 100 basis point higher that the interest rate applicable to the Tranche A-2 Loans pursuant to Section 4.1(a) in respect of the amount of the Tranche A-2 Loans required to be repaid (including by way of conversion pursuant to Article XVIII) on such date. The Tranche A-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche A-2 Lenders on the Tranche A-2 Facility Fee Payment Date.

(c) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-1 Lenders, for their account (to be shared ratably among the Tranche B-1 Lenders), on the earliest of (i) the Tranche B-1 Maturity Date, (ii) the date on which the Tranche B-1 Loans are paid in full in cash, and (iii) the date on which the Tranche B-1 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche B-1 Facility Fee Payment Date"), a fee (the "Tranche B-1 Facility Fee"), in an amount equal to 1.75% of the Tranche B-1 Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche B-1 Loans on such date). The Tranche B-1 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-1 Lenders on the Tranche B-1 Facility Fee Payment Date.

(d) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche B-2 Lenders, for their account (to be shared ratably among the Tranche B-2 Lenders), on the earliest of (i) the Tranche B-2 Maturity Date, (ii) the date on which the Tranche B-2 Loans are paid in full in cash, and (iii) the date on which the Tranche B-2 Lenders exercise their rights under Article XVIII (such earliest date, the "Tranche

B-2 Facility Fee Payment Date"), a fee (the "Tranche B-2 Facility Fee"), in an amount equal to 1.75% of the Tranche B-2 Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche B-2 Loans on such date). The Tranche B-2 Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche B-2 Lenders on the Tranche B-2 Facility Fee Payment Date.

(e) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche C Lenders, for their account (to be shared ratably among the Tranche C Lenders), on the earlier of (i) the Tranche C Maturity Date, and (ii) the date on which the interest on the Tranche C Loans is paid in full in cash (such earlier date, the "Tranche C Facility Fee Payment Date"), a fee (the "Tranche C Facility Fee"), in an amount equal to 1.75% of the Tranche C Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche C Loans on such date). The Tranche C Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche C Lenders on the Tranche C Facility Fee Payment Date.

(f) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche D Lenders, for their account (to be shared ratably among the Tranche D Lenders), on the earlier of (i) the Tranche D Maturity Date, and (ii) the date on which the interest on the Tranche D Loans is paid in full in cash (such earlier date, the "Tranche D Facility Fee Payment Date"), a fee (the "Tranche D Facility Fee"), in an amount equal to 1.75% of the Tranche D Commitment as of the Closing Date (prior to giving effect to any borrowing of the Tranche D Loans on such date). The Tranche D Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche D Lenders on the Tranche D Facility Fee Payment Date.

(g) Each Borrower, jointly and severally, hereby irrevocably and unconditionally agrees to pay the Tranche E Lenders, for their account (to be shared ratably among the Tranche E Lenders), on the earlier of (i) the Tranche E Maturity Date, and (ii) the date on which the interest on the Tranche E Loans is paid in full in cash (such earlier date, the "Tranche E Facility Fee Payment Date"), a fee (the "Tranche E Facility Fee"), in an amount equal to 1.75% of the Tranche E Commitment as of the Amendment No. 1 Effective Date (prior to giving effect to any borrowing of the Tranche E Loans on such date). The Tranche E Facility Fee shall be in addition to (and not in lieu of) any other fees due and payable to the Tranche E Lenders on the Tranche E Facility Fee Payment Date.

ARTICLE VI

REDUCTION OR TERMINATION OF THE COMMITMENT; PREPAYMENTS.

Section 6.1 Reduction or Termination of the Commitment.

(a) The Borrowers may not reduce or terminate the Commitments.

(b) The Commitment of each Lender shall automatically terminate at 5:00 p.m. (Mexico City time) on the Termination Date.

Section 6.2 Prepayments.

6.2.1 Voluntary Prepayments. ~~The~~ Subject to the Reference Subordination Agreement, the Borrowers ~~shall have the right~~may, at any time~~,~~ and from time to time, ~~to deliver a~~by 5:00 p.m. (New York City time) upon at least ten (10) Business Days' prior written notice to the Administrative Agent ~~containing an offer by the Borrowers to~~, prepay the ~~Loans~~principal of the Loans, in whole or in part ~~on a Business Day set forth in such notice (such date, a "Voluntary Prepayment Date") which is not earlier than ten days following the date on which such notice is actually received by the Administrative Agent (such date, a "Voluntary Prepayment Notice Date"), and the Lenders shall have the right to accept such offer in their sole and absolute discretion; *provided* that such offer may only be accepted to the extent that, (a) such prepayment is permitted under the Reference Subordination Agreement, and (b) the Borrowers shall have paid in full~~, without premium or penalty (other than any premium payable as provided in Section 5.2 in the event of a repayment in full the Loans). Each prepayment made pursuant to this Section 6.2.1 shall be accompanied by the payment of (A) accrued interest to the date of such payment on the amount prepaid and (B) the fees set forth under Section 5.2~~. Any such notice to prepay the Loans~~; *provided, however*, that (i) each partial prepayment shall be in an aggregate principal amount of at least US$5,000,000 or integral whole multiples of US$500,000 in excess thereof or, if less, the amount of the Loans outstanding, and (ii) any notice delivered pursuant to this Section 6.2.1 shall be irrevocable ~~and in case the Borrowers deliver such notice and the conditions under clauses (a) and (b) above are satisfied, the Loans shall become due and payable in full on the Voluntary Prepayment Date~~.

6.2.2 Mandatory Prepayments.

(a) Loans. Subject to the Reference Subordination Agreement, the Borrowers shall make a prepayment of the Loans until paid in full upon the occurrence of any of the following at the following times and in the following amounts:

(i) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Disposition (other than from a Permitted Factoring Disposition), in an amount equal to 100% of such Net Cash Proceeds;

(ii) concurrently with the receipt by any Loan Party of any proceeds of any issuance of its Equity Interests (other than any such issuance of Equity Interests that

is described in clause (i) of the definition of "Extraordinary Receipts"), in an amount equal to 100% of the Net Cash Proceeds thereof;

(iii) concurrently with the receipt by any Loan Party of any Extraordinary Receipts, in an amount equal to 100% of such Extraordinary Receipts; *provided* that, in the case of any event described in clause (b) of the definition of the term "Extraordinary Receipts," with respect to Extraordinary Receipts not to exceed US$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Extraordinary Receipts from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Extraordinary Receipts, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties, and certifying that no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iii) in respect of the Extraordinary Receipts specified in such certificate; *provided, further*, that to the extent any such Extraordinary Receipts therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Extraordinary Receipts that have not been so applied unless such 180-day period is extended by the Required Lenders; *provided, further*, that in the case of any event described in clause (i) of the definition of the term "Extraordinary Receipts" (but only to the extent that, at the time of receipt of such Extraordinary Receipts the cash on hand of the Loan Parties is less than US$15,000,000) the amount of such Extraordinary Receipts required to be applied to make a prepayment of the Loans pursuant to this Section 6.2.2 shall be an amount equal to the positive difference between (A) the aggregate amount of such Extraordinary Receipts, and (B) the positive difference between (1) US$15,000,000 and (2) the cash on hand of the Loan Parties as of the date of receipt of such Extraordinary Receipts;

(iv) concurrently with the receipt of any Business Interruption Proceeds, in an amount equal to 100% of such Business Interruption Proceeds; *provided* that, with respect to Business Interruption Proceeds not to exceed US$2,000,000 in the aggregate during the term of this Agreement, if the Borrower Representative shall deliver to the Administrative Agent a certificate of a Senior Officer on behalf of the Borrowers to the effect that the Loan Parties intend to apply the Business Interruption Proceeds from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Business Interruption Proceeds, to acquire (or replace or rebuild) real property, equipment or other tangible or intangible assets (excluding inventory but expressly including Permitted Acquisitions) to be used in the business of the Loan Parties or to pay operating expenses of the Loan Parties, and certifying that no Event of Default

has occurred and is continuing, then no prepayment shall be required pursuant to this clause (iv) in respect of the Extraordinary Receipts specified in such certificate; *provided, further*, that to the extent any such Business Interruption Proceeds therefrom that have not been so applied by the end of such 180-day period, a prepayment shall be required in an amount equal to such Business Interruption Proceeds that have not been so applied unless such 180-day period is extended by the Required Lenders; ~~and~~

(v) ~~Immediately~~immediately upon receipt by Intermediate Holdings of the proceeds of any Permitted Cure Equity pursuant to Section 13.2, Intermediate Holdings shall prepay the outstanding principal of the Loans in accordance with Section 6.3 in an amount equal to 100% of such proceeds~~.~~;

(vi) solely to the extent all indebtedness under the New Senior Credit Agreement has been repaid in full, concurrently with the repayment or prepayment of any Subordinated Indebtedness, in an amount equal to the amount of such repayment or prepayment of such Subordinated Indebtedness; and

(vii) within 90 days following the repayment in full of the indebtedness under the New Senior Credit Agreement, in an amount equal to the principal of the Exitus Indebtedness paid or prepaid since January 2023.

Section 6.3 Manner and Application of Prepayments. All prepayments of the Loans under Section 6.2 shall be subject to the Reference Subordination Agreement and to Section 8.7 and shall be accompanied by payment of all accrued interest on the Loans (or portion thereof) being prepaid. All prepayments of the Loans will be applied on a pro rata basis to the Loans based on the Dollar Amount thereof.

Section 6.4 Repayments.

(a) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-1 Lenders the outstanding principal amount of each Tranche A-1 Loan on the Tranche A-1 Maturity Date.

(b) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche A-2 Lenders the outstanding principal amount of each Tranche A-2 Loan on the Tranche A-2 Maturity Date.

(c) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-1 Lenders the outstanding principal amount of each Tranche B-1 Loan on the Tranche B-1 Maturity Date.

(d) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche B-2 Lenders the outstanding principal amount of each Tranche B-2 Loan on the Tranche B-2 Maturity Date.

(e) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche C Lenders the outstanding principal amount of each Tranche C Loan on the Tranche C Maturity Date.

(f) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche D Lenders the outstanding principal amount of each Tranche D Loan on the Tranche D Maturity Date.

(g) Each Borrower, jointly and severally, hereby unconditionally promises to repay to the Tranche E Lenders the outstanding principal amount of each Tranche E Loan on the Tranche E Maturity Date.

Section 6.5 Increase of Tranche B-1 and Tranche B-2 Loans Payment Amount.

(a) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-1 Loans shall be increased such that the Tranche B-1 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-1 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-1 Loans.

(b) If the Borrowers are required under this Agreement or under any other Loan Document to make a payment or prepayment of principal of the Loans on any date, then the sum payable by the Borrowers in respect of principal on the Tranche B-2 Loans shall be increased such that the Tranche B-2 Lenders receive an amount equal to the amount that would have resulted if interest on the Tranche B-2 Loans shall have been capitalized on each Interest Payment Date (other than the Maturity Date) and such capitalized amount added to the then outstanding principal amount of Tranche B-2 Loans.

Section 6.6 [Reserved].

ARTICLE VII

MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES

Section 7.1 Making of Payments.

7.1.1 Borrowers shall make all cash payments of principal or interest on the Loans, and of all fees to paid in cash, to the Administrative Agent in immediately available funds to the account designated by the Administrative Agent for such purpose, not later than 12:00 P.M. (New York time) on the date due, and funds received after that time shall be deemed to have been received by the Administrative Agent on the following Business Day, with the exception that funds due in pesos for the Peso Loans will be deposited to an account with the Administrative Agent by 10:00 a.m., New York Time one Business Day prior to the date due. Borrowers shall make all payments to the Agents and the Lenders without set-off, counterclaim, recoupment, deduction, or other defense. Subject to Section 2.5, Administrative Agent shall promptly remit to each Lender and the Collateral Agent its share of all such payments received in collected funds by Administrative Agent for the account of such Lender and the Collateral Agent; *provided,* that any amount received by the Administrative Agent on account of cash payments of principal or interest on the Loans, and/or of fees paid in cash shall be allocated by the Administrative Agent among the Lenders in accordance with the written instructions received by the Administrative Agent from the Lenders to such effect; *provided, further,* that the failure by the Lenders to give such instructions to the Administrative Agent shall not affect the obligation of the Loan Parties to make any such payment on the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, Borrowers shall make all payments under Section 8.1 directly to the Lender entitled thereto. The Borrowers agree to notify the Administrative Agent and the Lenders of any cash payments of principal or interest on the Loans, and/or of any fees to paid in cash, not later than 10:00 A.M. (New York City time) three Business Days prior to the date of any such payment, which notice will be effective upon receipt by the Administrative Agent, will be irrevocable, and must specify (i) the date of such payment, (ii) the amount of such payment, and (iii) if such payment is in respect of interest and/or fees; *provided,* that the failure to give such notice shall not affect the obligation of the Loan Parties to make any such payment on the terms and conditions set forth in this Agreement.

7.1.2 Except to the extent otherwise provided herein (i) each payment or prepayment of principal of the Loans shall be made for the account of the Lenders of each Type pro rata in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans, Tranche D Loans and Tranche E Loans, and within each Type shall be made for the account of the Lenders of such Type pro rata in accordance with the Dollar Amount of the respective unpaid principal amounts of the Loans of such Type held by the respective Lenders and (ii) each payment of interest by the Borrowers shall be made for the account of the Lenders of each Type pro rata in accordance with the Dollar Amount of the respective unpaid principal amounts of the Tranche A-1 Loans, Tranche A-2 Loans, Tranche B-1 Loans, Tranche B-2 Loans, Tranche C Loans, Tranche D Loans and Tranche E Loans, and within each Type shall be made

for account of the Lenders of such Type pro rata in accordance with the Dollar Amount of interest on the Loans of that same Type then due and payable to the Lenders of such Type.

Section 7.2 Application of Certain Payments.

7.2.1 So long as no Default or Event of Default has occurred and is continuing, mandatory prepayments shall be applied as set forth in Section 6.3.

7.2.2 Subject to any written agreement among Administrative Agent and the Lenders:

(a) [Reserved].

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent, acting upon the written direction of the Required Lenders, shall apply all payments in respect of any Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement, as follows: (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay the Obligations in respect of any fees and indemnities then due and payable to the Lenders until paid in full; (iii) third, ratably to pay interest then due and payable in respect of the Loans until paid in full based on the Dollar Amount thereof; (iv) fourth, ratably to pay principal of the Loans until paid in full based on the Dollar Amount thereof; (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 7.2.2(b), "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after, or that would have accrued but for, the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 7.2.2 and other provisions contained in any other Loan Document, it is the intention of the parties to this Agreement that all such priority provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 7.2.2 shall control and govern.

Section 7.3 Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day unless the result of that

extension would cause such due date to occur in another calendar month, in which case such due date shall be the immediately preceding Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

Section 7.4 Setoff. All payments made by Borrowers hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. Each Borrower, for itself and each other Loan Party, agrees that each Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Borrower, for itself and each other Loan Party, agrees that at any time any Event of Default exists, each Agent and each Lender may apply to the payment of any Obligations of each Borrower and each other Loan Party under this Agreement, whether or not then due, any and all balances, credits, deposits, accounts, or moneys of each Borrower and each other Loan Party then or thereafter with that Agent or that Lender.

Section 7.5 Proration of Payments. Except as provided in Section 2.5, if any Lender obtains any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise), on account of principal of or interest on any Loan (but excluding (a) any payment pursuant to Article VIII or Section 15.6, or (b) payments of interest on any affected Loan) in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Loans, then held by them, then that Lender shall purchase from the other Lenders such participations in the Loans held by them as are necessary to cause that purchasing Lender to share the excess payment or other recovery ratably with each of them, but if all or any portion of the excess payment or other recovery is thereafter recovered from that purchasing Lender, then that purchase will be rescinded and the purchase price restored to the extent of that recovery.

Section 7.6 Taxes.

7.6.1 The Loan Parties shall make all payments under this Agreement or under any Loan Documents without setoff, counterclaim, or other defense. All payments under this Agreement or under the Loan Documents (including any payment of principal, interest, or fees and including, for the avoidance of doubt, any payment that results from the delivery of Conversion Payment Shares) to, or for the benefit, of any Person will be made by the Loan Parties free and clear of and without deduction or withholding for, or account of, any Taxes now or hereafter imposed by any taxing authority, except as required by applicable law.

7.6.2 If Borrowers make any payment (including, for the avoidance of doubt, that results from the exercise of the conversion rights under Article XVIII) under this Agreement or under any other Loan Document in respect of which any Borrower is required by applicable law to deduct or withhold any Taxes, then (i) the Borrower shall be entitled to deduct or withhold from such payment the amount of such Taxes, (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant taxing authority in accordance with applicable

law and (iii) if such Tax is an Indemnified Tax, the sum payable by such Borrower shall be increased such that after the reduction for the amount of Indemnified Taxes withheld (and any Indemnified Taxes withheld or imposed with respect to the additional payments required under this Section 7.6.2), the recipient of the payment receives an amount equal to the sum it would have received had no such withholding been made. To the extent Borrowers withhold any Taxes on payments under this Agreement or under any other Loan Document, Borrowers shall deliver to Administrative Agent within 30 days after Borrowers have made payment to that taxing authority a receipt issued by that taxing authority (or other evidence reasonably satisfactory to Administrative Agent approved by the Required Lenders) evidencing the payment of all amounts so required to be deducted or withheld from that payment.

7.6.3 If any Lender or Agent or other recipient is required by law to make any payments of any Indemnified Taxes on or in relation to any amounts received or receivable under this Agreement or under any other Loan Document, or any Indemnified Tax is assessed against a Lender or Agent or other recipient with respect to amounts received or receivable under this Agreement or under any other Loan Document, Borrowers will indemnify that Person against (i) that Indemnified Tax and (ii) any Indemnified Taxes imposed as a result of the receipt of the payment under this Section 7.6.3. A certificate prepared in good faith as to the amount of any such payment by that Lender or Agent or other recipient will, absent manifest error, be final, conclusive, and binding on all parties.

7.6.4 Notwithstanding anything to the contrary in Sections 7.6.2 and 7.6.3, the Borrowers shall in no event be required to pay the Tranche B-1 Lender or the Tranche B-2 Lender additional amounts under clause (iii) of Section 7.6.2 with respect to U.S. federal withholding Taxes ("U.S. Withholding Tax Additional Amounts") or to indemnify the Tranche B-1 Lender or the Tranche B-2 Lender under Section 7.6.3 against Indemnified Taxes that are U.S. federal withholding Taxes ("U.S. Withholding Tax Indemnity Payments") to the extent the sum of any U.S. Withholding Tax Additional Amounts and any U.S. Withholding Tax Indemnity Payments paid by the Borrowers to the Tranche B-1 Lender and the Tranche B-2 Lender exceeds, in the aggregate, US$250,000.

7.6.5 1) Any Lender that is entitled to an exemption from, or reduction of, withholding Tax with respect to payments made under this Agreement or any Loan Document shall use its best efforts to deliver to the Borrower Representative and the Administrative Agent, such properly and completed executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payment to be made without withholding or at a reduced rate of withholding.

(b) Without limiting the generality of the foregoing:

(A) each Lender that is not a United States person within the meaning of Code Section 7701(a)(30) (a "Non-U.S. Lender") shall use its best efforts to deliver to

Borrower Representative and Administrative Agent on the earlier of (i) the date that is six (6) months after the Closing Date (or in the case of a Lender that is an Assignee, on the date of the assignment) and (ii) the date of delivery of Conversion Payment Shares, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI or W-8IMY (or any successor or other applicable form prescribed by the IRS) for each such Lender and, as applicable, two accurate and complete original signed copies of IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable form prescribed by the IRS) for each of its partners or other beneficial owners certifying to the entitlement to a complete exemption from, or reduction in, U.S. federal withholding tax on interest payments to be made under this Agreement or under any Loan Document, together with such supplementary documentation as may be prescribed by applicable law to permit Borrowers or the Administrative Agent to determine the withholding or deduction to be made. If a Lender or one of its partners or other beneficial owners is claiming a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c), then that Lender shall deliver (along with two accurate and complete original signed copies of IRS Form W-8IMY, W-8BEN or W-8BEN-E, as applicable) a certificate in form and substance reasonably acceptable to Borrower Representative and Administrative Agent to the effect that such Person is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (any such certificate, a "Withholding Certificate"). To the extent a Lender (or its partners or other beneficial owners, as applicable) would be entitled to claim a complete exemption from withholding on interest pursuant to Code Sections 871(h) or 881(c) with respect to payments received under this Agreement or under the Loan Documents, and such Lender takes any action that could reasonably be expected to result in the loss of such exemption, the Borrowers shall not be required to pay to such Lender amounts pursuant to Section 7.6 in excess of the maximum amount that the Borrowers would have been required to pay pursuant to the Laws in effect on the date of this Agreement had the Lender not taken such action. In addition, each Non-U.S. Lender shall, from time to time after the Closing Date (or in the case of a Lender that is an Assignee, after the date of the assignment to that Lender) when a lapse in time (or change in circumstances occurs) renders the prior certificates delivered under this Agreement obsolete or inaccurate in any material respect, use its best efforts to deliver to Borrower Representative and Administrative Agent two new and accurate and complete original signed copies of IRS Forms W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor or other applicable forms prescribed by the IRS), and if applicable, a new Withholding Certificate, to confirm or establish the entitlement

of such Lender (or its respective partner or other beneficial owner) to an exemption from, or reduction in, United States withholding tax on interest payments to be made under this Agreement or with respect to any Loan (or such Lender shall otherwise promptly notify the Borrower Representative and the Administrative Agent in writing of its legal inability to deliver such forms and/or Withholding Certificate).

(B) Each Lender that is not a Non-U.S. Lender shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to Borrower Representative and Administrative Agent certifying that that Lender is exempt from United States backup withholding Tax. To the extent that a form provided pursuant to this Section 7.6.5(b) is rendered obsolete or inaccurate in any material respect as result of change in circumstances with respect to the status of a Lender or Administrative Agent, then that Lender or Administrative Agent shall, to the extent permitted by applicable law, deliver to Borrower Representative and, as applicable, Administrative Agent revised forms necessary to confirm or establish the entitlement to that Lender's exemption from United States backup withholding Tax (or such Lender or Administrative Agent shall otherwise promptly notify the Borrower Representative and, as applicable, the Administrative Agent in writing of its legal inability to deliver such forms).

7.6.6 Each Lender shall indemnify Administrative Agent and hold Administrative Agent harmless for the full amount of any and all present or future Taxes and related liabilities (including penalties, interest, additions to Tax and expenses, and any Taxes imposed by any jurisdiction on amounts payable to Administrative Agent under this Section 7.6) which are imposed on or with respect to principal, interest, or fees payable to that Lender under this Agreement and which are not paid by Borrowers pursuant to this Section 7.6, whether or not those Taxes or related liabilities were correctly or legally asserted. This indemnification must be made within 30 days from the date Administrative Agent makes written demand therefor.

7.6.7 If an Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section 7.6, then that Agent or that Lender, as applicable, shall pay over that refund to the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 7.6 with respect to the Indemnified Taxes giving rise to that refund), net of any Taxes imposed by reason of receipt of that refund and all out-of-pocket expenses of that Agent or that Lender, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to that refund, which interest must be paid to the Borrowers). Upon the request of any such Agent or any such Lender, Borrowers shall repay any amount paid to the Borrowers (plus any penalties, interest, or other charges imposed by the

relevant Governmental Authority) to that Agent or that Lender in the event that Agent or that Lender is required to repay any such refund to any such Governmental Authority. Nothing in this Section 7.6.7 is to be construed to require any Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to any Borrower or any other Person.

7.6.8 The Borrowers agree to pay to any Mexican Lender all applicable present and future value added taxes (*Impuesto al Valor Agregado*) in respect of any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including, without limitation, in respect of any capitalized interest under Section 4.2(a)(ii)).

7.6.9 If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if that Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), then that Lender shall deliver to Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at any other time or times reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) all documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and all additional documentation reasonably requested by Administrative Agent (or, in the case of a Participant, the Lender granting the participation) as is necessary for Administrative Agent or Borrowers to comply with their obligations under FATCA and to determine that that Lender has complied with that Lender's obligations under FATCA or to determine the amount to deduct and withhold from that payment. Solely for purposes of this Section 7.6.9, "FATCA" is deemed to include any amendments made to FATCA after the date of this Agreement.

7.6.10 For purposes of this Section 7.6, the term "applicable law" includes FATCA. Each party's obligations under this Section 7.6 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction, or discharge of all obligations under any Loan Document.

ARTICLE VIII

INCREASED COSTS

Section 8.1 Increased Costs.

(a) If any Change in Law (i) imposes, modifies, or deems applicable any reserve (including any reserve imposed by the FRB), special deposit, or similar requirement

against assets of, deposits with, or for the account of, or credit extended by, any Lender; (ii) subjects any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (c) of the definition of Excluded Taxes, and (C) Connection Income Taxes) on its Loans, its Note(s) or its obligations to make Loans, or (iii) imposes on any Lender any other condition (other than Taxes) affecting its Loans, its Note(s), or its obligation to make Loans, and the result of anything described in clauses (i) through (iii) above is to increase the cost to (or to impose a cost on) that Lender of making or maintaining any Loan, or to reduce the amount of any sum received or receivable by that Lender under this Agreement or under its Note(s) with respect thereto, then upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay directly to that Lender such additional amount as will compensate that Lender for that increased cost or that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

(b) If any Lender reasonably determines that any change in, or the adoption or phase-in of, any applicable law, rule, or regulation regarding capital adequacy, or any change in the interpretation or administration thereof by any Governmental Authority, central bank, or comparable agency charged with the interpretation or administration thereof, or the compliance by any Lender or any Person controlling any Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, has or would have the effect of reducing the rate of return on that Lender's or that controlling Person's capital as a consequence of that Lender's obligations under this Agreement to a level below that which that Lender or that controlling Person could have achieved but for that change, adoption, phase-in, or compliance (taking into consideration that Lender's or that controlling Person's policies with respect to capital adequacy) by an amount deemed by that Lender or that controlling Person to be material, then from time to time, upon demand by that Lender (which demand must be accompanied by a statement setting forth the basis for that demand and a calculation of the amount thereof in reasonable detail, a copy of which must be furnished to Administrative Agent), Borrowers shall pay to that Lender that additional amount as will compensate that Lender or that controlling Person for that reduction, so long as the applicable amounts have accrued on or after the day that is 180 days prior to the date on which that Lender first made demand therefor.

Section 8.2 [Reserved].

Section 8.3 Changes in Law Rendering Loans Unlawful. If, after the date of this Agreement, any change in, or the adoption of any new, law or regulation, or any change in the interpretation of any applicable law or regulation by any Governmental Authority or other regulatory body charged with the administration thereof, makes it (or in the good faith judgment

of any Lender causes a substantial question as to whether it is) unlawful for any Lender to make, maintain, or fund loans in Dollars, then that Lender shall promptly notify each of the other parties to this Agreement and that Lender will not be required to make or maintain any Loan in Dollars.

Section 8.4 Right of Lenders to Fund through Other Offices. Each Lender may, if it so elects, fulfill its commitment as to any Loan by causing a foreign branch or Affiliate of that Lender to make that Loan, but each such Loan will be deemed to have been made by that Lender and the obligation of Borrowers to repay that Loan will be to that Lender and will be deemed held by the Lender, to the extent of that Loan, for the account of that branch or Affiliate.

Section 8.5 Mitigation of Circumstances; Replacement of Lenders.

(a) Each Lender shall promptly notify Borrower Representative and Administrative Agent of any event of which it has knowledge that will result in, and will use reasonable commercial efforts available to it (and not, in that Lender's sole judgment, otherwise disadvantageous to that Lender) to mitigate or avoid (i) any obligation by Borrowers to pay any amount pursuant to Section 7.6 or 8.1 or (ii) the occurrence of any circumstances described in Section 8.3 (and, if any Lender has given notice of any such event described in clauses (i) or (ii) and thereafter that event ceases to exist, that Lender shall promptly so notify Borrower Representative and Administrative Agent). Without limiting the foregoing, each Lender shall designate a different funding office if that designation will avoid (or reduce the cost to Borrowers of) any event described in clauses (i) or (ii) and that designation will not, in that Lender's sole judgment, be otherwise disadvantageous to that Lender.

(b) If Borrowers become obligated to pay additional amounts to any Lender pursuant to Section 8.1, or any Lender gives notice of the occurrence of any circumstances described in Section 8.3, or any Lender becomes a Defaulting Lender, then Borrower Representative may designate another financial institution that is acceptable to Administrative Agent in its reasonable discretion (a "Replacement Lender") to purchase the Loans of that Lender and that Lender's rights under this Agreement, without recourse to or warranty by, or expense to, that Lender, for a purchase price equal to the outstanding principal amount of the Loans payable to that Lender *plus* any accrued but unpaid interest on those Loans and all accrued but unpaid fees owed to that Lender and any other amounts owed to that Lender under this Agreement and any other Loan Document, and to assume all the obligations of that Lender under this Agreement. Upon any such purchase and assumption (pursuant to an Assignment Agreement), the applicable Lender will no longer be a party to this Agreement or have any rights under this Agreement (other than rights with respect to indemnities and similar rights applicable to that Lender prior to the date of that purchase and assumption) and will be relieved from all obligations to Borrowers under this Agreement, and the Replacement Lender will succeed to the rights and obligations of that Lender under this Agreement.

Section 8.6 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 or 8.3 shall be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Section 8.1, and the provisions of such Section 8.1 will survive repayment of the Obligations, cancellation of any Note(s) and termination of this Agreement.

Section 8.7 Funding Losses. Each Borrower shall, upon demand by any Lender (which demand must be accompanied by a statement setting forth the basis for the amount being claimed, a copy of which must be furnished to Administrative Agent), indemnify that Lender against any net loss or expense (including amounts incurred to terminate, settle or re-establish hedging arrangements or related trading positions (irrespective of the currency thereof)) which that Lender sustains or incurs, as reasonably determined by that Lender, as a result of any failure of any Borrower to borrow any Loan on a date specified therefor in a notice of borrowing pursuant to this Agreement. For this purpose, all notices to Administrative Agent pursuant to this Agreement will be deemed to be irrevocable.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Agents and the Lenders, on behalf of itself and each of its Subsidiaries, that on the Amendment No. 3 Effective Date, and on any other date required in any Loan Document:

Section 9.1 Organization; Good Standing, Etc.. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized or incorporated, validly existing and in good standing under the laws of the state or jurisdiction of its organization or incorporation, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could not reasonably be expected to have a Material Adverse Effect.

Section 9.2 Authorization; Etc..

(a) The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or

any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties.

Section 9.3 Government Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than (x) those which have been provided or obtained on or prior to the Amendment No. 4 Effective Date or (y) filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Amendment No. 4 Effective Date.

Section 9.4 Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 9.5 Capitalization. On the Amendment No. 3 Effective Date, after giving effect to the transactions contemplated hereby to occur on such date, the authorized Equity Interests of Ultimate Holdings and each of its Subsidiaries and the issued and outstanding Equity Interests of Ultimate Holdings and each of its Subsidiaries are as set forth on Schedule 9.5. All of the issued and outstanding shares of Equity Interests of Ultimate Holdings and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Ultimate Holdings are owned by Ultimate Holdings free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 9.5, there are no outstanding debt or equity securities of Ultimate Holdings or any of its Subsidiaries and no outstanding obligations of Ultimate Holdings or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Ultimate Holdings or any of its Subsidiaries, or other obligations of Ultimate Holdings or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Ultimate Holdings or any of its Subsidiaries.

Section 9.6 Litigation. Except as set forth in Schedule 9.6, there is no pending or, to the knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii)

relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

Section 9.7 Financial Statements.

(i) The financial statements, copies of which have been delivered to each Agent and each Lender, fairly present the consolidated financial condition of Ultimate Holdings and its Subsidiaries as at the respective dates thereof and the consolidated results of operations of Ultimate Holdings and its Subsidiaries for the fiscal periods ended on such respective dates, all in accordance with GAAP. All material indebtedness and other liabilities (including, without limitation, Indebtedness, liabilities for taxes, long-term leases and other unusual forward or long-term commitments), direct or contingent, of Ultimate Holdings and its Subsidiaries are set forth in the Financial Statements. Since March 31, 2022, no event or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) Ultimate Holdings has heretofore furnished to each Agent and each Lender (A) projected quarterly financial information of Ultimate Holdings and its Subsidiaries for the fiscal quarters ending June 30, 2022, September 30, 2022 and December 31, 2022, and (B) projected annual financial information for the 2022, 2023, 2024, 2025 and 2026 Fiscal Years, which projected financial statements shall be updated from time to time pursuant to Section 10.1(a)(vi).

Section 9.8 Compliance with Law, Etc.. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, or (iii) any material term of any Contractual Obligation (including, without limitation, any Material Contract) binding on or otherwise affecting it or any of its properties, and no default or event of default has occurred and is continuing thereunder.

Section 9.9 ERISA. Except as set forth on Schedule 9.9, (i) each Loan Party and each Employee Plan and Pension Plan is in compliance with all Requirements of Law in all material respects, including ERISA, the Internal Revenue Code and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, (ii) no ERISA Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, Pension Plan or Multiemployer Plan, (iii) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan or Pension Plan have been delivered to the Agents, and (iv) each Employee Plan and Pension Plan that is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Internal Revenue Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Internal Revenue Code. No Loan Party or any of its

ERISA Affiliates has incurred any material liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due and which are unpaid with respect to a Pension Plan. There are no pending or, to the best knowledge of any Loan Party, threatened material claims, actions, proceedings or lawsuits (other than claims for benefits in the ordinary course) asserted or instituted against (A) any Employee Plan, Pension Plan, or their respective assets, (B) any fiduciary with respect to any Employee Plan or Pension Plan, or (C) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan or Pension Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) that provides health benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or has any obligation to provide any such benefits for any current employee after such employee's termination of employment.

Section 9.10 Taxes, Etc.. (i) All United States federal and other material Tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been timely filed and (ii) all Taxes imposed upon any Loan Party or any property of any Loan Party which have become due and payable on or prior to the date hereof have been paid, except (A) the Unpaid Taxes and other unpaid Taxes in an aggregate amount at any one time outstanding not in excess of $275,000, and (B) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the Financial Statements in accordance with GAAP.

Section 9.11 Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

Section 9.12 Nature of Business. No Loan Party is engaged in any business other than as set forth on Schedule 9.12 hereto.

Section 9.13 Adverse Agreements, Etc.. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

Section 9.14 Permits, etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, including Environmental

Permits, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, including any such Environmental Permit, and there is no claim that any of the foregoing is not in full force and effect.

Section 9.15 Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

Section 9.16 Employee and Labor Matters. Except as set forth on Schedule 9.16, (i) each Loan Party and its Subsidiaries is in compliance with all Requirements of Law in all material respects pertaining to employment and employment practices, terms and conditions of employment, wages and hours, and occupational safety and health, (ii) no Loan Party or any Subsidiary is party to any collective bargaining agreement, nor has any labor union been recognized as the representative of the employees of any Loan Party of Subsidiary, (iii) there is no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened against any Loan Party or any Subsidiary before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any Subsidiary which arises out of or under any collective bargaining agreement, (iv) there has been no strike, work stoppage, slowdown, lockout, or other labor dispute pending or threatened against any Loan Party or any Subsidiary, and (v) to the knowledge of each Loan Party, no labor organization or group of employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. No Loan Party or Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar Requirement of Law, which remains unpaid or unsatisfied. All material payments due from any Loan Party or Subsidiary on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party or Subsidiary.

Section 9.17 Environmental Matters. Except as set forth on Schedule 9.17 hereto, (i) no Loan Party or any of its Subsidiaries is in violation of any Environmental Law, (ii) each Loan Party and each of its Subsidiaries has, and is in compliance with, all Environmental Permits for its respective operations and businesses, except to the extent any failure to have or be in compliance therewith could not reasonably be expected to result in any adverse consequence to

any Loan Party (other than immaterial consequences) or any Secured Party; (iii) there has been no Release or threatened Release of Hazardous Materials on, in, at, under or from any properties currently or formerly owned, leased or operated by any Loan Party, its Subsidiaries or a respective predecessor in interest or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party, its Subsidiaries or any respective predecessor in interest, which in any case of the foregoing could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (iv) there are no pending or threatened Environmental Claims against, or Environmental Liability of, any Loan Party, its Subsidiaries or any respective predecessor in interest that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; (v) neither any Loan Party nor any of its Subsidiaries is performing or responsible for any Remedial Action that could reasonably be expected to result in any adverse consequence to any Loan Party (other than immaterial consequences) or any Secured Party; and (vi) the Loan Parties have made available to the Collateral Agent and Lenders true and complete copies of all material environmental reports, audits and investigations in the possession or control of any Loan Party or any of its Subsidiaries with respect to the operations and business of the Loan Parties and its Subsidiaries.

Section 9.18 Insurance. Each Loan Party maintains all insurance required by Section 10.1(h). Schedule 9.18 sets forth a list of all such insurance maintained by or for the benefit of each Loan Party on the Amendment No. 3 Effective Date.

Section 9.19 [reserved].

Section 9.20 Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Loan, each Loan Party is, and the Loan Parties on a consolidated basis are, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

Section 9.21 Intellectual Property. Except as set forth on Schedule 9.21, each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 9.21 is a complete and accurate list as of the Amendment No. 3 Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party; (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property, and (iii) each Intellectual Property Contract to which each Loan Party is bound. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes

upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed.

Section 9.22 Material Contracts. Set forth on Schedule 9.22 is a complete and accurate list as of the Amendment No. 3 Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto.

Section 9.23 Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

Section 9.24 Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in the business relationship between (i) any Loan Party, on the one hand, and any material customer or any group thereof, on the other hand, or (ii) any Loan Party, on the one hand, and any material supplier or any group thereof, on the other hand, and there exists no present state of facts or circumstances that could reasonably be expected to give rise to or result in any such termination, cancellation, limitation, modification or change.

Section 9.25 [Reserved].

Section 9.26 Sanctions; Anti-Corruption and Anti-Money Laundering Laws. None of any Loan Party, any Subsidiary thereof, any of their respective directors, officers, or employees, shareholders or owners, nor any of their respective agents or Affiliates, (i) is a Sanctioned Person or currently the subject or target of any Sanctions, (ii) has assets located in a Sanctioned Country, (iii) conducts any business with or for the benefit of any Sanctioned Person, (iv) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (v) is a "Foreign Shell Bank" within the meaning of the USA PATRIOT Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, or (vi) is a Person that resides in or is organized under the laws of a jurisdiction designated by the United States Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns. Each Loan Party and its Subsidiaries has

implemented and maintains in effect policies and procedures designed to ensure compliance by each Loan Party and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Law. Each Loan Party and each Subsidiary is in compliance with all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. Each Loan Party and each Affiliate, officer, employee or director acting on behalf of any Loan Party is (and is taking no action that would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA PATRIOT Act. In addition, no Loan Party or any Subsidiary is engaged in any kind of activities or business of or with any Person or in any country or territory that is subject to any sanctions administered by OFAC, the United Kingdom, the European Union, Germany, Canada, Australia or the United Nations.

Section 9.27 Anti-Bribery and Corruption1.0.0.1 .

(i) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has offered, promised, paid, given or authorized the payment or giving of any money or other thing of value, directly or indirectly, to or for the benefit of any Person, including without limitation, any employee, official or other Person acting on behalf of any Governmental Authority, or otherwise engaged in any activity that may violate any Anti-Corruption Law.

(ii) Neither any Loan Party nor any Subsidiary thereof, nor, to the knowledge of any Loan Party, any director, officer, employee, or any other Person acting on behalf of any Loan Party, has engaged in any activity that would breach any Anti-Corruption Laws.

(iii) To each Loan Party's knowledge and belief, there is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary thereof or any of their directors, officers, employees or other Person acting on their behalf that relates to a potential violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(iv) The Loan Parties will not directly or indirectly use, lend or contribute the proceeds of the Advances for any purpose that would breach the Anti-Bribery and Anti-Corruption Laws.

Section 9.28 Full Disclosure1.1.1.2 .

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrower's industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) Projections have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such Projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such Projections were furnished to the Lenders, and Ultimate Holdings is not be aware of any facts or information that would lead it to believe that such Projections are incorrect or misleading in any material respect; it being understood that (A) Projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from the Projections and such variations may be material and (C) the Projections are not a guarantee of performance.

ARTICLE X

AFFIRMATIVE AND NEGATIVE COVENANTS

Section 10.1 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within thirty (30) days after the end of each fiscal month of Ultimate Holdings and its Subsidiaries, (x) internally prepared consolidated balance sheets, statements of operations and retained earnings and statements of cash flows as at the end of such fiscal month, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such fiscal month, setting forth in each case in comparative form the figures for the corresponding date or period set forth in (A) the financial statements for the immediately preceding Fiscal Year, and (B) the Projections, all in reasonable detail and certified by an Authorized Officer of Ultimate Holdings as fairly presenting, in all material respects, the financial position of Ultimate Holdings and its Subsidiaries as at the end of such fiscal month and the results of operations, retained earnings and cash flows of Ultimate Holdings and its Subsidiaries for such fiscal month and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments (y) a report of key performance indicators during such fiscal month with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Ultimate Holdings, for the business of Ultimate Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent and (z) a Compliance Certificate;

(ii) the following:

(A) as soon as available and in any event within forty five (45) days after the end of each fiscal quarter of Ultimate Holdings and its Subsidiaries commencing with the first full fiscal quarter of Ultimate Holdings and its Subsidiaries ending after May 27, 2022, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Ultimate Holdings and its Subsidiaries as at the end of such quarter, and for the period commencing at the end of the immediately preceding Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and certified by an Authorized Officer of Ultimate Holdings as fairly presenting, in all material respects, the financial position of Holdings and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of Holdings and its Subsidiaries for such quarter and for such year-to-date period, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements of Ultimate Holdings and its Subsidiaries furnished to the Agents and the Lenders, subject to the absence of footnotes and normal year-end adjustments, and

(B) no later than two (2) Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections, and a report of key performance indicators during such fiscal quarter with respect to the top 25 customers, headcount and billable utilization, as reasonably identified by Ultimate Holdings, for the business of Ultimate Holdings and its Subsidiaries and any additional financial information as may be reasonably requested by the Administrative Agent at the request of the Required Lenders;

(iii) the following

(A) as soon as available, and in any event within ninety (90) days after the end of each Fiscal Year of Ultimate Holdings and its Subsidiaries, consolidated balance sheets, statements of operations and retained earnings and statements of cash flows of Ultimate Holdings and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding date or period set forth in the financial statements for the immediately preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of a "Big Four" firm or another independent certified public accountant of recognized standing selected by Ultimate Holdings and satisfactory to the Required Lenders (which report and opinion shall not include (1) any qualification, exception or explanatory paragraph expressing substantial doubt about the ability of Ultimate Holdings or any of its Subsidiaries to continue as a going concern or any qualification or exception as to the scope of such audit, or (2) any qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of Section 10.3), and

(B) no later than two Business Days after the delivery of the financial information described in clause (A), a comparison of the financial information described in clause (A) to that in the Projections;

(iv) no later than two Business Days after the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 10.1(a), a Compliance Certificate:

(A) stating that an Authorized Officer of Intermediate Holdings has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Ultimate Holdings and its Subsidiaries during the period covered by such financial statements with a view to determining whether Ultimate Holdings and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Ultimate Holdings and its Subsidiaries propose to take or have taken with respect thereto,

(B) in the case of the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by clauses (ii) and (iii) of this Section 10.1(a), (1) attaching a schedule showing the calculation of the financial covenants specified in Section 10.3, (2) a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Required Lenders, showing compliance with Section 10.3(c) and (3) including a discussion and analysis of the financial condition and results of operations of Ultimate Holdings and its Subsidiaries for the portion of the Fiscal Year then elapsed and discussing the reasons for any significant variations from the Projections for such period and commencing with the Fiscal Year ending December 31, 2022, the figures for the corresponding period in the previous Fiscal Year, and

(C) in the case of the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by (X) clause (iii) of this Section 10.1(a), attaching an updated Perfection Certificates delivered on May 27, 2022, or the date of the most recently updated Perfection Certificate (if applicable), attaching a summary of all material insurance coverage maintained as of the date thereof by any Loan Party or any of its Subsidiaries and evidence that such insurance meets the requirements set forth in Section 10.1(h) and the other Loan Documents (or stating that there has been no change in the information most recently provided pursuant to this clause (C)), together with such other related documents and information as the Required Lenders may reasonably require;

(v) as soon as available and in any event within 10 days after the end of each fiscal month of Ultimate Holdings and its Subsidiaries commencing with the first fiscal month of Holdings and its Subsidiaries ending after May 27, 2022, reports in form and detail satisfactory to the Lenders and certified by an Authorized Officer of Intermediate Holdings as being accurate and complete (but subject to final balance sheet adjustments) (A) listing all Accounts of the Loan Parties as of such day, which shall include the amount and age of each such Account, showing separately those which are more than 30, 60, 90 and 120 days old and a description of all Liens, set-offs, defenses and counterclaims with respect thereto, together with a reconciliation of such schedule with the schedule delivered to the Agents pursuant to this clause (v)(A) for the immediately preceding fiscal month, the name and mailing address of each Account Debtor with respect to each such Account and such other information as any Agent at the request of the Required Lenders may request, and (B~~) listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Agent may request at the request of the Required Lenders, and (C~~) listing all Inventory of the Loan Parties as of each such day, and containing a breakdown of such Inventory by type and amount, the cost and the current market value thereof (by location), the date of acquisition, the warehouse and production facility location and such other information as any Agent may request at the request of the Required Lenders, all in detail and in form satisfactory to the Required Lenders;

(vi) (A) on or prior to the date that the payment required under Section 2.03(b)(w) of the New Senior Credit Agreement (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the lenders party thereto, by 5:00 p.m. (New York City time) on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (B) anytime thereafter, as soon as available and in any event within 10 days after the end of each fiscal month of Holdings and its Subsidiaries, in each case, reports in form and detail satisfactory to the Lenders, and certified by an Authorized Officer of Intermediate Holdings as being accurate and complete (but subject to final balance sheet adjustments), listing all accounts payable of the Loan Parties as of each such day which shall include the amount and age of each such account payable, the name and mailing address of each account creditor and such other information as any Lender may request;

(~~vi~~vii) as soon as available and in any event not later than 60 days prior to the end of each Fiscal Year (or in the case of the Fiscal Year ending December 31, 2022, on or prior to November 30, 2022), a certificate of an Authorized Officer of Ultimate Holdings (A) attaching Projections for Ultimate Holdings and its Subsidiaries, supplementing and superseding the Projections previously required to be delivered pursuant to this Agreement, prepared on a monthly basis and otherwise in form and substance satisfactory to the Agents, for the immediately succeeding Fiscal Year for Ultimate Holdings and its Subsidiaries and (B) certifying that the representations and warranties set forth in Article IX are true and correct with respect to the Projections;

(~~vii~~viii) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than (A) routine inquiries by such Governmental Authority and (B) inquiries made in the normal course of business;

(~~viii~~ix) as soon as possible, and in any event within three (3) days after the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of Intermediate Holding setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(~~ix~~x) as soon as possible and in any event: (A) within five (5) Business Days after a Loan Party has knowledge of the occurrence (or future occurrence) of any ERISA Event, notice of such ERISA Event (in reasonable detail), and (B) within ten (10) Business Days after the filing thereof with the Internal Revenue Service, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to any Pension Plan, and (C) within ten (10) Business Days after any Loan Party sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party;

(~~x~~xi) promptly after the commencement thereof but in any event not later than five (5) days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator, in which the amount of damages claimed is US$600,000 (or its equivalent in another currency or currencies) or more in the aggregate for all such actions, suits or proceedings;

(~~xi~~xii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(~~xii~~xiii) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(~~xiii~~xiv) as soon as possible and in any event within five (5) days after the delivery thereof to Ultimate Holdings' Board of Directors, copies of all reports or other information so delivered in connection with a meeting of such Board of Directors (other than any such reports or other information that are subject to attorney-client or other legal privilege); *provided* that all such reports and other information is subject to Section 15.9;

(~~xiv~~xv)promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange (including, without limitation, any statements, reports, filings, agreements, or other information that relate to any Equity Issuance) and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness;

(~~xv~~xvi)promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(~~xvi~~xvii) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming Intermediate Holdings' compliance with Section 10.2(r);

(~~xvii~~xviii) [reserved];

(~~xviii~~xix) simultaneously with the delivery of the financial statements of Ultimate Holdings and its Subsidiaries required by clauses (i), (ii) and (iii) of this Section 10.1(a), if, as a result of any change in accounting principles and policies from those used in the preparation of the financial statements that is permitted by Section 10.2(q), the consolidated financial statements of Ultimate Holdings and its Subsidiaries delivered pursuant to clauses (i), (ii) and (iii) of this Section 10.1(a) will differ from the consolidated financial statements that would have been delivered pursuant to such subdivisions had no such change in accounting principles and policies been made, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation for all such prior financial statements in form and substance satisfactory to the Lenders;

(~~xix~~xx)(A) on or prior to the date that the payment required under Section 2.03(b)(w) of the New Senior Credit Agreement (together with all other Obligations required to be paid in connection with any such prepayment) has been received by the lenders party thereto,

by 5:00 p.m. (New York City time) on the second and fourth Friday of each fiscal month (or if such day is not a Business Day, then the next preceding Business Day) commencing with March 10, 2023, and (B) anytime thereafter, as soon as available~~,~~ and in any event within ~~three (3) Business Days~~10 days after the end of each fiscal month of ~~Ultimate~~ Holdings and its Subsidiaries, ~~(1)~~in each case, a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of the last day of such month, in form and substance satisfactory to the Agents and (~~2)~~B)(1) as soon as available, and in any event within three (3) Business Days after the end of each fiscal month of Holdings and its Subsidiaries, a 13-week cash flow forecast of ~~Ultimate~~ Holdings and its Subsidiaries in form and substance satisfactory to the ~~Lenders~~Agents (the "13-Week Cash Flow") and (~~B~~2) if the Liquidity of Ultimate Holdings and its Subsidiaries is less than $~~8,400,000~~7,000,000 at any time during a week, then commencing on Wednesday of the following week and for every week thereafter until the Liquidity of Ultimate Holdings and its Subsidiaries for each day in the prior week is greater than $~~8,400,000, (1) a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of the last day of the preceding week in form and substance satisfactory to the Agents and (2)~~7,000,000, a 13-Week Cash Flow; ~~and~~

(xxi) as soon as possible and in any event within one day after receipt thereof by any Loan Party, copies of any reports or other work product prepared by the Financial Advisor or the Operational Advisor; and

(~~xx~~xxii) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party (including, without limitation, any Environmental, Social, and Corporate Governance information) as any Lender may from time to time may reasonably request.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on May 27, 2022 (other than any Immaterial Subsidiary and/or any Excluded Foreign Subsidiary), to execute and deliver to the Collateral Agent promptly and in any event within 30 days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or Guarantor, (B) a supplement to the Guaranty and Collateral Agreement, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of the Guaranty and Collateral Agreement, (2) undated stock powers for such Equity Interests executed in blank with signature guaranteed, and (3) such opinions of counsel as the Collateral Agent at the request of the Required Lenders may reasonably request, (C) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted Liens) on such real property and such other Real Property Deliverables as may be required by the Collateral Agent at the request of the Required Lenders with respect to each such real property, and (D) such other agreements, instruments, approvals or other documents reasonably requested

by the Collateral Agent at the Request of the Required Lenders in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Guaranty and Collateral Agreement or a Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 30 days after the formation or acquisition of such Subsidiary a Pledge Amendment (as defined in the Guaranty and Collateral Agreement), together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of the Guaranty and Collateral Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, (C) such opinions of counsel as the Collateral Agent may reasonably request and (D) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply, with all Requirements of Law, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing).

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all Taxes imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries, except (i) unpaid Taxes in an aggregate amount at any one time not in excess of US$300,000, and (ii) Taxes contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Lender at any time and from time to time during normal business hours and with reasonable notice to Intermediate Holdings, at the expense of Intermediate Holdings, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Lender in accordance with this Section 10.1(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, cyber, hazard, flood, rent, worker's compensation and business interruption insurance) with respect to the Collateral and its other properties (including all real property leased or owned by it) and business, in such amounts and covering such risks as is (i) carried generally in accordance with sound business practice by companies in similar businesses similarly situated, (ii) required by any Requirement of Law, (iii) required by any Material Contract and (iv) in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental.

(i) Keep the Collateral free of any Environmental Lien;

(ii) Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all Environmental Permits that are necessary or useful in the proper conduct of its business, and comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and Environmental Permits;

(iii) Take all commercially reasonable steps to prevent any Release or threatened Release of Hazardous Materials in violation of any Environmental Law or Environmental Permit at, in, on, under or from any property owned, leased or operated by any Loan Party or its Subsidiaries;

(iv) Provide the Collateral Agent with written notice within ten (10) days of any of the following: (A) discovery of any Release of a Hazardous Material or environmental condition at, in, on, under or from any property currently or formerly owned, leased or operated by any Loan Party, Subsidiary or predecessor in interest or any violation of Environmental Law or Environmental Permit that in any case could reasonably be expected to result in any material Environmental Claim or Environmental Liability; (B) notice that an Environmental Lien has been filed against any Collateral; or (C) an Environmental Claim or Environmental Liabilities; and provide such reports, documents and information as the Collateral Agent may reasonably request from time to time with respect to any of the foregoing.

(k) Fiscal Year. Cause the Fiscal Year of Ultimate Holdings and its Subsidiaries to end on December 31 of each calendar year unless the Required Lenders consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) Landlord Waivers; Collateral Access Agreements. At any time any Collateral with a book value in excess of US$300,000 (when aggregated with all other Collateral at the same location) is located on any real property of a Loan Party located in the United States (whether such real property is now existing or acquired after May 27, 2022) which is not owned by a Loan Party, or is stored on the premises of a bailee, warehouseman, or similar party, use its best efforts to obtain written subordinations or waivers or collateral access agreements, as the case may be, in form and substance satisfactory to the Collateral Agent and the Required Lenders.

(m) After Acquired Real Property. Upon the acquisition by it or any of its Subsidiaries after the date hereof of any interest (whether fee or leasehold) in any real property (wherever located) (each such interest being a "New Facility") with a Current Value (as defined below) in excess of US$600,000 in the case of a fee interest immediately so notify the Lenders, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's

good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Lenders shall notify such Loan Party whether they intend to require a Mortgage (and any other Real Property Deliverables or landlord's waiver (pursuant to Section 10.1(l) hereof) with respect to such New Facility. Upon receipt of such notice requesting a Mortgage (and any other Real Property Deliverables) or landlord's waiver, the Person that has acquired such New Facility shall promptly furnish the same to the Collateral Agent. Intermediate Holdings shall pay all fees and expenses, including, without limitation, reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 10.1(m).

(n) Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions.

(i) Maintain, and cause each of its Subsidiaries to maintain, policies and procedures designed to promote compliance by each Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all Anti-Corruption Laws and Anti-Money Laundering Laws.

(ii) Comply, and cause each of its Subsidiaries to comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) Neither Loan Party nor, to the best knowledge of any Loan Party, any director, officer, employee or any Person acting on behalf of any Loan Party will engage in any activity that would breach any Anti-Corruption Law.

(iv) Promptly notify the Administrative Agent of any action, suit or investigations by any court or Governmental Authority in relation to an alleged breach of the Anti-Corruption Law.

(v) Not directly or indirectly use, lend or contribute the proceeds of any Loan for any purpose that would breach any Anti-Corruption Law.

(vi) Each Loan Party and Affiliate, officer, employee or director, acting on behalf of the Loan Party is (and will take no action which would result in any such Person not being) in compliance with (A) all applicable OFAC rules and regulations, (B) all applicable United States of America, United Kingdom, United Nations, European Union, German, Canadian, Australian and all other reasonable internationally respected national autonomous sanctions, embargos and trade restrictions and (C) all applicable provisions of the USA PATRIOT Act. In addition, none of the activities or business of any Loan Party includes any kind of activities or business of or with any Person or in any country or territory that is subject to any Sanctions.

(vii) In order to comply with the "know your customer/borrower" requirements of the Anti-Money Laundering Laws, promptly provide to the Administrative Agent upon its reasonable request from time to time (A) information relating to individuals and entities affiliated with any Loan Party that maintain a business relationship with the Administrative Agent, and (B) such identifying information and documentation as may be available for such Loan Party in order to enable the Administrative Agent or any Lender to comply with Anti-Money Laundering Laws.

(o) Lender Meetings. Upon the request of any Agent or ~~the Required Lenders~~any Lender (which request~~, so long as no Event of Default shall have occurred and be continuing,~~ shall not be made more than once ~~during each fiscal quarter and shall not occur until after the earnings call for the most recently ended fiscal quarter~~a month), participate in a meeting with the Agents and/or the Lenders at Ultimate Holding's corporate offices (or at such other location as may be agreed to by Intermediate Holdings and such Agent or the Required Lenders) at such time as may be agreed to by Intermediate Holdings and such Agent or ~~the Required Lenders~~Lender to discuss the financial condition ~~and~~, results of operation and key performance indicators of Ultimate Holdings and its Subsidiaries ~~for the most recently ended fiscal quarter.~~. Upon the request of any Agent or the Required Lenders, each of the Financial Advisor and/or the Operational Advisor will attend and participate in such meetings. The rights of the Lenders under this Section 10.1(o) will survive the repayment or conversion of their Loans, for so long as any other Loans hereunder are outstanding.

(p) Board Information Rights. The Lenders shall be timely notified of the time and place of any regular or special meetings (regular meetings shall be held no less than once per quarter) and will be given written notice of all proposed actions to be taken by the Board of Directors (or any relevant committee thereof) of Ultimate Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries at such meeting as if the Lenders were a member thereof. Such notice shall describe in reasonable detail the nature and substance of the matters to be discussed and/or voted upon at such meeting (or the proposed actions to be taken by written consent without a meeting). The Lenders shall have the right to, and shall, receive all information provided to the members of the Board of Directors or any similar group performing an executive oversight or similar function (or any relevant committee thereof) of Ultimate Holdings (or its direct or indirect parent holding company) and any of its Subsidiaries in anticipation of or at such meeting (regular or special and whether telephonic or otherwise), in addition to copies of the records of the proceedings or minutes of such meeting, when provided to the members other than such information subject to attorney-client or other legal privilege; *provided* that, the Lenders shall keep such materials and information confidential in accordance with Section 15.9 of this Agreement.

(q) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent at the instruction or request of the Required Lenders may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

Section 10.2 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; *provided, however*, that (x) any Wholly Owned Subsidiary of any Loan Party (other than Intermediate Holdings) may be merged into any Loan Party (other than Ultimate Holdings or the Mexican Loan Party), (y) any Wholly Owned Subsidiary that is not a Loan Party may be merged into another Wholly Owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents and Lenders at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation, and (E) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement and is a party to a Guaranty and Collateral Agreement and the Equity Interests of such Subsidiary is the subject to the Guaranty and Collateral Agreement, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation, and (z) any winding-up, liquidation or dissolution contemplated as a party of Project Thunder may be done so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents and Lenders at least 30 days' prior written notice thereof (and provide the Agents copies of any certificate of dissolution as filed promptly after such filing), (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected thereby; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; *provided, however*, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business. Make or permit any of its Subsidiaries to make, any change in the nature of its business as conducted on the date hereof.

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Reserved].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment other than Permitted Restricted Payments.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's-length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents and Lenders prior to the consummation thereof, if they involve one or more payments by Ultimate Holdings or any of its Subsidiaries in excess of US$120,000 for any single transaction or series of related transactions, (ii) transactions with another Loan Party (other than the Mexican Loan Party); (iii) transactions permitted by Section 10.2(e) and Section 10.2(h), (iv) sales of Qualified Equity Interests of Ultimate Holdings to Affiliates of Ultimate Holdings not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, (v) payments under the New Senior Credit Agreement, and (vi) reasonable and customary director and officer compensation (including bonuses and stock option programs), benefits and indemnification arrangements, in each case approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries,

(iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; *provided, however*, that nothing in any of clauses (i) through (iv) of this Section 10.2(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the New Senior Credit Agreement;

(B) any agreement described on Schedule 7.02(k) to the New Senior Credit Agreement (as in effect on May 27, 2022), or any extension, replacement or continuation of any such agreement; *provided* that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another

obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 10.2(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; *provided* that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any such Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made (other than any payment to be made in Equity Interests consisting of common stock) earlier than the date originally scheduled on, such Indebtedness, would increase the interest rate applicable to such Indebtedness, would add any covenant or event of default, would change the subordination provision, if any, of such Indebtedness, or would otherwise be adverse to the Lenders or the issuer of such Indebtedness in any material respect.

(ii) except for the Obligations and the Unpaid Taxes,

(A) make any voluntary or optional payment (including, without limitation, any payment of interest in cash that, at the option of the issuer, may be paid in cash or in kind), prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Indebtedness (other than Indebtedness under the Loan Documents and the New Senior Credit Agreement) (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Indebtedness when due),

(B) refund, refinance, replace or exchange any other Indebtedness for any such Indebtedness (other than with respect to Permitted Refinancing Indebtedness),

(C) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Existing Warrants, any Subordinated Indebtedness, or any Existing Earn-Out Obligations, or

(D) make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing;

provided, that notwithstanding anything to the contrary contained herein,

(1) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Ultimate Holdings and its Subsidiaries does not exceed 2.50 to 1.00 (in the case of clause (y) below, calculated on a pro forma basis after giving effect to the related Equity Issuance and the application of the proceeds thereof), (y) Ultimate Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 10.3, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments, prepayments, repayments, repurchases or redemptions of:

(x) the Existing Warrants in an aggregate amount not to exceed $3,000,000, and

(y) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, (i) the AN Extend Earn-Out or (ii) any Subordinated Indebtedness, in each case, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment hereunder),

(2) so long as, immediately prior to and after giving effect to such payment, prepayment, redemption, defeasance, sinking fund payment or repurchase (x) the First Lien Leverage Ratio of Ultimate Holdings and its Subsidiaries does not exceed 3.20 to 1.00, (y) Ultimate Holdings and its Subsidiaries are in compliance of each of the financial covenants contained in Section 10.3, and (z) no Event of Default has occurred and is continuing, this clause (ii) shall not be deemed to restrict any payments of the Deferred Monroe Fees,

(3) the Existing Warrants, Subordinated Debt and Existing Earn-Out Obligations may be paid or prepaid solely with Equity Interests of Ultimate Holdings (and not in cash), ~~and~~

(4) payments of the Exitus Renewal Fee~~.~~ (which has been paid),

(5) so long as, immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing, then, notwithstanding anything to the contrary in the Reference Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness in an aggregate amount not to exceed $1,000,000, and

(6) so long as, (x) immediately prior to and after giving effect to such payment no Event of Default has occurred and is continuing, and (y) prior to any such payments, the Loan Parties shall have made the payments required under, on the dates and in the amounts provided in Section 2.03(b)(w) and (x) of the New Senior Credit Agreement, then, notwithstanding anything to the contrary in the Reference Subordination Agreement, this clause (ii) shall not be deemed to restrict any payments under the Exitus Indebtedness after June 15, 2023, in an aggregate amount not to exceed $1,580,000.

(iii) amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect; *provided* that no such amendment, modification or change or new agreement or arrangement shall provide for any plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); or

(iv) agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver would be materially adverse to any Loan Party or any of its Subsidiaries or the Agents and the Lenders.

Anything herein to the contrary notwithstanding, and in any event subject to the Reference Subordination Agreement, each Loan Party shall not make any voluntary or optional payment or prepayment of any of its or its Subsidiaries' Subordinated Indebtedness, except if the aggregate cash available to the Loan Parties and their Subsidiaries to make such payment or prepayment is applied on a *pro rata* basis to prepay the Loans and such other Subordinated Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Loans and such other Subordinated Indebtedness at the time of such payment).

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Cause or fail to prevent, or permit any of its ERISA Affiliates to cause or fail to prevent, an ERISA Event that individually or in the aggregate has, or could reasonably be expected to have a Material Adverse Effect, or (ii) adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or other Requirements of Law.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials on, in, at, under or from any property owned, leased or operated by it or any of its Subsidiaries, except in compliance with Environmental Laws.

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of the financial statements (other than as may be required to conform to GAAP).

(r) Sanctioned Persons; Anti-Corruption Laws; Anti-Money Laundering Laws.

(i) Conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

(ii) Use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan, (A) to fund any activities or business of or with any Sanctioned

Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

(s) Accounts Payable. ~~On and after the date that is 45 days after May 27, 2022, have~~Have, or permit any of its Subsidiaries to have, any accounts payable that are more than 60 days past due in an aggregate amount greater than or equal to (i) at any time on or prior to March 24, 2023, $6,000,000, (ii) at any time after March 24, 2023 but on or prior to April 15, 2023, $3,600,000 and (iii) at any time thereafter, $1,560,000.

Section 10.3 Financial Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Revenue. Permit Revenue of Ultimate Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Ultimate Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Revenue
June 30, 2022	~~U.S.~~$~~130,000,000~~120,000,000
September 30, 2022	~~U.S.~~$~~130,000,000~~120,000,000
December 31, 2022	~~U.S.~~$~~130,000,000~~120,000,000
March 31, 2023 and each fiscal month ending thereafter	~~U.S.~~$~~130,000,000~~120,000,000

(b) First Lien Leverage Ratio. Permit the First Lien Leverage Ratio for any period of 4 consecutive fiscal quarters of Ultimate Holdings and its Subsidiaries ~~for ending on the~~which the last fiscal month ends on a date set forth below to be greater than the ratio set forth opposite such date:

Fiscal Quarter End	First Lien Leverage Ratio

~~December~~March 31, ~~2022~~2023	~~4.80~~7.65:1.00
April 30, 2023	7.92:1.00
~~March~~May 31, 2023	~~4.50~~7.44:1.00
June 30, 2023	7.20:1.00
July 31, 2023	6.34:1.00
August 31, 2023	5.41:1.00
September 30, 2023	4.94:1.00
October 31, 2023	4.20:1.00
November 30, 2023	3.77:1.00
December 31, 2023	5.56:1.00
~~June 30, 2023~~January 31, 2024 and each fiscal quarter ending thereafter	4.20:1.00

(c) Liquidity. Permit Liquidity to be less than ~~US~~(i) less than $~~3,000,000~~800,000 at any time on ~~and after the date that is ten (10) Business Days after May 27, 2022~~or prior to March 24, 2023, (ii) less than $1,600,000 at any time after March 24, 2023 but on or prior to April 15, 2023 and (iii) less than $5,600,000 at any time thereafter.

(d) LTM EBITDA. Unless the Loan Parties shall have made the payments (in the principal amounts required thereunder) pursuant to Section 2.03(b)(w) of the New Senior Credit Agreement (together with all other Obligations required to be paid in connection with any such prepayment) on or prior to April 15, 2023, each Loan Party shall not permit the Consolidated EBITDA of Ultimate Holdings and its Subsidiaries for any period of four consecutive fiscal quarters of Ultimate Holdings and its Subsidiaries for which the last fiscal month ends on a date set forth below to be less than the amount set forth opposite such date:

Fiscal Month End	Consolidated EBITDA
March 31, 2023	$7,962,400
April 30, 2023	$7,701,600

May 31, 2023	$8,190,400
June 30, 2023	$8,485,600
July 31, 2023	$9,618,400
August 31, 2023	$11,244,000
September 30, 2023	$12,332,000
October 31, 2023	$14,493,600
November 30, 2023	$16,179,200
December 31, 2023 and each fiscal month ending thereafter	$10,965,600

ARTICLE XI

[RESERVED]

ARTICLE XII

EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The effectiveness of this Agreement and the obligation of each Lender to make its Loans is subject to the satisfaction of the following conditions precedent by no later than 5:00 p.m. (Mexico City Time) on November 29, 2021:

Section 12.1 Credit Extension. The effectiveness of this Agreement, and the obligation of the Lenders to make the Loans, are, in addition to the conditions precedent specified in Section 12.2 subject to satisfaction of the following conditions precedent, it being agreed that the request by Borrower Representative for the making of the Loans on the Closing Date will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in this Section 12.1 will be satisfied at the time of the making of those Loans (unless waived in writing by the Required Lenders):

12.1.1 Agreement, Notes and other Loan Documents. Administrative Agent has received the following, each duly executed and effective as of the Closing Date (or any

earlier date satisfactory to the Required Lenders), in form and substance satisfactory to the Required Lenders in their discretion (a) this Agreement, and (b) the Notes made payable to each applicable Lender.

12.1.2 Authorization Documents. For each Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) that Person's charter (or similar formation document), certified by the appropriate Governmental Authority, (b) good standing certificates in that Person's state of incorporation (or formation) and in each other state in which that Person is qualified to do business if reasonably requested by the Required Lenders, (c) that Person's bylaws (or similar governing document), (d) except for each Mexican Loan Party, resolutions of its board of directors (or similar governing body) approving and authorizing that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (e) signature and incumbency certificates of that Person's officers and/or managers executing any of the Loan Documents (which certificates Administrative Agent and each Lender may conclusively rely on until formally advised by a like certificate of any changes in any such certificate), all certified by its secretary or an assistant secretary (or similar officer) as being in full force and effect without modification.

12.1.3 Consents, etc. Administrative Agent has received certified copies of all documents evidencing any necessary company action, consents and governmental approvals (if any) required for the execution, delivery, and performance by the Loan Parties of the documents referred to in this Section 12, each in form and substance satisfactory to the Required Lenders.

12.1.4 Letter of Direction. Administrative Agent has received a Funds Flow Memorandum containing funds flow information with respect to the proceeds of the Loans on the Closing Date, duly executed and dated on or prior the Closing Date.

12.1.5 Opinions of Counsel. Administrative Agent has received opinions of New York and Mexican counsel for each Loan Party, each duly executed and dated as of the Closing Date, in form and substance satisfactory to Administrative Agent and the Lenders.

12.1.6 Payment of Fees. Administrative Agent has received evidence of payment by Borrowers of all accrued and unpaid fees, costs, and expenses to the extent then due and payable on the Closing Date (including, without limitation, fees under the Agents Fee Letter), together with all Attorney Costs of Administrative Agent and the Lenders to the extent invoiced prior to the Closing Date, *plus* all additional amounts of Attorney Costs that constitute Administrative Agent's and Lender's reasonable estimate of Attorney Costs incurred or to be incurred by Administrative Agent and the Lenders through the closing proceedings (but no such estimate will preclude a final settling of accounts between Borrowers and Administrative Agent and between Borrowers and the Lenders in respect of those Attorney Costs).

12.1.7 Solvency Certificate. Administrative Agent has received a solvency certificate, in form and substance satisfactory to the Required Lenders in their discretion, executed by a Senior Officer of the Borrower Representative.

12.1.8 Search Results; Lien Terminations. Administrative Agent has received certified copies of Uniform Commercial Code search reports dated a date reasonably near to the Closing Date, listing all effective financing statements which name any Loan Party organized under the laws of any state of the United States (under their present names and any previous names) as debtors, together with copies of all such financing statements.

12.1.9 Closing Certificate. Administrative Agent has received a certificate, in form and substance satisfactory to the Required Lenders in their discretion executed by a Senior Officer of Borrower Representative on behalf of Borrowers certifying the matters set forth in Sections 12.1 and 12.2 as of the Closing Date.

12.1.10 No Material Adverse Change. There has not occurred since December 31, 2020, any developments or events that, individually or in the aggregate with any other circumstances, has had or could reasonably be expected to have a Material Adverse Effect.

12.1.11 Process Agent. The Administrative Agent shall have received evidence, in form and substance satisfactory to the Lenders, that: (i) each Mexican Loan Party has irrevocably appointed the Process Agent for a period ending one year after the Maturity Date, (ii) the Process Agent has accepted such appointment, and (iii) all fees in connection therewith have been paid for the entire term of the appointment.

12.1.12 Other. The Lenders have received all other documents identified on that certain closing checklist prepared by counsel to the Lenders for the transactions contemplated hereby and all other documents reasonably requested by the Lenders.

The parties hereto hereby agree and acknowledge that the Closing Date has not occurred as of the date of this Agreement. Notwithstanding anything to the contrary set forth herein, Section 13.1(q), Section 14, and Sections 15.5, 15.8, 15.17, 15.18 and 15.19 shall be deemed effective as of the date of this Agreement, upon receipt by the Administrative Agent of duly executed counterparts by the parties hereto.

Section 12.2 Conditions Precedent to all Loans. The obligation of each Lender to make each of the Loans, is subject to the following further conditions precedent that:

12.2.1 Compliance with Warranties/No Default. Both before and after giving effect to any borrowing of the Loans the following shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by concepts of materiality, in which that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

(b) no Default or Event of Default shall have then occurred and be continuing or would result from such borrowing.

12.2.2 Confirmatory Certificate. If requested by any Agent or any Lender, Administrative Agent has received (in sufficient counterparts to provide one to Administrative Agent and each Lender) a certificate dated the Closing Date and signed by a duly authorized representative of Borrower Representative as to the matters set out in Section 12.2.1 (it being understood that each request by Borrower Representative for the making of a Loan will be deemed to constitute a representation and warranty by Borrowers that the conditions precedent set forth in Section 12.2.1 will be satisfied at the time of the making of that Loan), together with such other documents as any Agent or any Lender may reasonably request in support thereof.

12.2.3 Ratification and Authorization Documents. Process Agent Power of Attorney. For each Mexican Loan Party, Administrative Agent has received the following, each in form and substance satisfactory to the Required Lenders in their discretion (a) resolutions adopted by its partners or shareholders' and/or of its board of directors (or similar governing body), approving, authorizing and further ratifying that Person's execution, delivery, and performance of the Loan Documents to which it is party and the transactions contemplated thereby, and (b) the public deed evidencing that such Mexican Loan Party has granted a Mexican law irrevocable special power of attorney for lawsuits and collections (*poder especial irrevocable para pleitos y cobranzas*) before a Mexican notary public in favor of the Process Agent.

ARTICLE XIII

EVENTS OF DEFAULT AND THEIR EFFECT

Section 13.1 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) the Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, or any fee, indemnity or other amount payable under this Agreement (other than any portion thereof

constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of five (5) Business Days or (ii) all or any portion of the principal of the Loans.

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 10.1(a), 10.1(b), Section 10.1(c), Section 10.1(d), Section 10.1(f), Section 10.1(h), Section 10.1(k), Section 10.1(m), Section 10.1(o), Section 10.2, Section 10.3, or (ii) any Loan Party shall fail to perform or comply with any covenant or agreement contained in any Collateral Document to which it is a party and such failure, in the case of this clause (c)(ii) shall remain unremedied for two (2) Business Days;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 13.1, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) (i) Ultimate Holdings or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement), which Indebtedness is in an aggregate amount at least equal to US$600,000, and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) Ultimate Holdings or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization

or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against Ultimate Holdings or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 30 days (or, in the case of a Foreign Subsidiary, 60 days) or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any Loan Party that is party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Collateral Document or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $600,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Ultimate Holdings or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days (or, in the case of a Foreign Subsidiary, a period of 30 consecutive days)

after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Ultimate Holdings or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 15 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Ultimate Holdings or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment, or the threatened indictment of Ultimate Holdings or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Ultimate Holdings or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of Ultimate Holdings or any such Subsidiary or any property that such senior officer holds in his or her capacity as an officer;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in liability of any Loan Party or any of its ERISA Affiliates in excess of $600,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing the New Senior Credit Agreement or any Subordinated Indebtedness, (ii) any holder of Subordinated Indebtedness shall fail to perform or comply with any Subordination Agreement applicable thereto, or (iii) the Subordination Agreement with respect to any Subordinated Indebtedness

shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; or

(q) a Change of Control shall have occurred;

then, and in any such event, the Collateral Agent shall at the request of the Required Lenders, by notice to the Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) other than with respect to the Event of Default under Section 13.1(e) occurring solely as a result of the Loan Parties' failure to pay the principal payments required under the Exitus Indebtedness (but only for so long as the lenders under the Exitus Indebtedness have not accelerated or otherwise begun to exercise remedies with respect to such Exitus Indebtedness), declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of the interest, if any, with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 13.1 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, interest, if any, shall be accelerated and become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

Section 13.2 Cure Right. In the event that Ultimate Holdings fails to comply with the requirements of the financial covenant set forth in Section 10.3(a) or 10.3(b), during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required to be delivered with respect to the applicable fiscal quarter hereunder, Ultimate Holdings shall have the right to (a) issue Permitted Cure Equity for cash or otherwise receive cash contributions to the capital of Ultimate Holdings or (b) incur Additional Second Lien Indebtedness, and to have all of such cash contributions and Additional Second Lien Indebtedness deemed, for purposes of said Sections, to be both Revenue and EBITDA for such fiscal quarter (and for the avoidance of doubt, only for such fiscal quarter), including for purposes of calculating compliance with such Sections as of the last day of any subsequent fiscal quarter (the "Cure Right"); *provided* that (i) such proceeds are actually received by Ultimate Holdings during the period from the date that is 60 days prior to and until the expiration of the 10th Business Days after the date on which financial statements are required

to be delivered with respect to such fiscal quarter hereunder, (ii) the Cure Right shall not be exercised more than five (5) times during the term of the Loans, (iii) the Cure Right shall not be exercised in consecutive fiscal quarters, (iv) such proceeds shall be applied to prepay Indebtedness of the Loan Parties and (v) each such Permitted Cure Equity or Additional Second Lien Indebtedness shall be designated at the time of issuance or incurrence for application under the "Cure Right" pursuant to this Section 13.2. If, after giving effect to the treatment of such cash contributions or Additional Second Lien Indebtedness as Revenue and EBITDA, Holdings is in compliance with the financial covenant set forth in Sections 10.3(a) and 10.3(b), Holdings shall be deemed to have satisfied the requirements of each such Section as of the relevant date of determination with the same effect as though there had been no failure to comply on such date, and the applicable breach or default of such Section 10.3(a) and/or Section 10.3(b) that had occurred shall be deemed cured for purposes of this Agreement. The parties hereby acknowledge that this Section may not be relied on for purposes of calculating any financial ratios other than as applicable to Sections 10.3(a) and 10.3(b).

ARTICLE XIV

AGENCY

Section 14.1 Appointment and Authorization. Each Lender hereby irrevocably (subject to Section 14.10) appoints, designates, and authorizes each Agent to take any action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise any powers and perform any duties as are expressly delegated to it, as applicable, by the terms of this Agreement or any other Loan Document, together with all powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, none of the Agents will have any duty or responsibility except those expressly set forth in this Agreement, nor will any Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations, or liabilities are to be read into this Agreement or any other Loan Document or otherwise exist against such Agent, as applicable. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement and in other Loan Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, that term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

Section 14.2 [Reserved].

Section 14.3 Delegation of Duties. Each Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees, or attorneys-in-fact and is entitled to advice of counsel and other consultants or experts concerning all matters

pertaining to those duties. No Agent will be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 14.4 Exculpation of Agents. None of the Agents and their respective directors, officers, employees, and agents (a) will be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except to the extent resulting from its own gross negligence or willful misconduct in connection with its duties expressly set forth in this Agreement as determined by a final, non-appealable judgment by a court of competent jurisdiction), or (b) will be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any Affiliate of any Borrower, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement, or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability, or sufficiency of this Agreement or any other Loan Document (or the creation, perfection, or priority of any Lien or security interest therein), or for any failure of any Borrower or any other party to any Loan Document to perform its Obligations under this Agreement or under any other Loan Documents. None of the Agents is or will be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document or to inspect the properties, books, or records of any of the Loan Parties and their Subsidiaries and Affiliates.

The duties of each of the Administrative Agent and the Collateral Agent under the Loan Documents are solely mechanical and administrative in nature. The Administrative Agent and the Collateral Agent shall be entitled to request written instructions, or clarification of any instruction, from the Required Lenders (or, if the relevant Loan Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Administrative Agent and the Collateral Agent may refrain from acting unless and until it receives those written instructions or that clarification. In the absence of written instructions, the Administrative Agent or the Collateral Agent, as applicable, may act (or refrain from acting) as it considers to be in the best interests of the Lenders.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their respective duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or indemnity satisfactory to such Agent against, or security for, such risk or liability is not reasonably assured to such Agent. The Agents shall not be responsible in any manner for the validity, enforceability or sufficiency of this Agreement or the Loan Documents or any Collateral delivered, or for the value or collectability of any

obligations or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Agent. The Agents shall not be bound to examine or inquire into or be liable for any defect or failure in the right or title of the grantors to all or any of the assets whether such defect or failure was known to the Agents or might have been discovered upon examination or inquiry and whether capable of remedy or not.

The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter.

The Agents shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, in each case except for its own gross negligence or willful misconduct.

In no event shall any Agent be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Agents shall be entitled to seek written directions from the Required Lenders prior to taking any action under this Agreement, any Collateral instrument or any of the Loan Documents.

Except with respect to its own gross negligence or willful misconduct, no Agent shall be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any security document or any other instrument or document furnished pursuant thereto.

No Agent shall have responsibility for or liability with respect to monitoring compliance of any other party to the Loan Documents or any other document related hereto or thereto. The Agents have no duty to monitor the value or rating of any Collateral on an ongoing basis.

Whenever in the administration of the Loan Documents any Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, may conclusively rely upon instructions from the Required Lenders.

Any Agent may request that the Required Lenders or other parties deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to the Loan Documents.

Money held by any Agent in trust hereunder need not be segregated from other funds except to the extent required by law. No Agent shall be under any liability for interest on any money received by it hereunder except as otherwise agreed in writing.

Beyond the exercise of reasonable care in the custody thereof, no Agent shall have any duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and no Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. Each Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords similar collateral and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee.

No Agent shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of such Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. No Agent shall have any duty to ascertain or inquire as to or monitor the performance or observance of any of the terms of the Loan Documents by any other Person.

In the event that, following a foreclosure in respect of any Mortgaged property, the Agent acquires title to any portion of such property or takes any managerial action of any kind in regard thereto in order to carry out any fiduciary or trust obligation for the benefit of another, which in such Agent's sole discretion may cause such Agent to be considered an "owner or operator" under the provisions of CERCLA or otherwise cause such Agent to incur liability under CERCLA or any other Federal, state or local law, such Agent reserves the right, instead of taking such action, to either resign as Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver.

Each Agent reserves the right to conduct an environmental audit prior to foreclosing on any real estate Collateral or mortgage Collateral. The Agents reserve the right to forebear from foreclosing in their own name if to do so may expose them to undue risk.

In no event shall any Agent be responsible or liable for any failure (e) or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

For the avoidance of doubt and notwithstanding anything contrary in any Loan Document, in the event of inconsistency between the terms of this Agreement and any other Loan Document, the terms in this Agreement shall prevail.

Notwithstanding anything in the Loan Documents to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

Section 14.5 Reliance by Agents. Each Agent may rely, and will be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, electronic mail message, affidavit, letter, telegram, facsimile, telex or telephone message, statement, or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers), independent accountants, and other experts selected by such Agent. Each Agent will be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless such Agent first receives all advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify such Agent against any and all liability and expense which might be incurred by such Agent by reason of taking or continuing to take any such action. Each Agent will in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and each such request and any action taken or failure to act pursuant thereto will be binding upon each Lender. For purposes of determining compliance with the conditions specified in Section 12, each Lender that has signed this Agreement will be deemed to have consented to, approved, or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless any Agent has received written notice from that Lender prior to the proposed Closing Date specifying its objection thereto.

Section 14.6 Notice of Default. None of the Agents will be deemed to have knowledge or notice of the occurrence of any Event of Default or Default except with respect to defaults in the payment of principal, interest and fees required to be paid to such Agent for the account of the Lenders, unless such Agent has received written notice from a Lender or a Borrower referring to this Agreement, describing that Event of Default or Default and stating that that notice is a "notice of default." Each Agent shall promptly notify the Lenders of its receipt of any such notice. Each Agent shall take all such actions with respect to each such Event of Default or Default as requested by the Required Lenders in accordance with Section 13, but unless and until such Agent has received any such request, such Agent may (but will not be required to) take any action, or refrain from taking any action, with respect to any Event of Default or Default as such Agent deems advisable or in the best interest of the Lenders.

Section 14.7 Credit Decision. Each Lender acknowledges that none of the Agents has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Loan Parties, will be deemed to constitute any representation or warranty by such Agent to any Lender as to any matter, including whether such Agent has disclosed material information in its possession. Each Lender represents to each Agent that it has, independently and without reliance upon such Agent and based on documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition, and creditworthiness of the Loan Parties, and made its own decision to enter into this Agreement and to extend credit to Borrowers under this Agreement. Each Lender also represents to each Agent that it will, independently and without reliance upon such Agent and based on documents and information as it deems appropriate at the time, continue to make its own credit analysis, appraisals, and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make all investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition, and creditworthiness of Borrowers. Except for notices, reports and other documents expressly required in this Agreement to be furnished to the Lenders by any Agent, such Agent will not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of any Borrower which may come into the possession of such Agent.

Section 14.8 Indemnification. Whether or not the transactions contemplated by this Agreement are consummated, each Lender shall indemnify upon demand each Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities, except that no Lender will be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the applicable Person's own gross negligence or willful misconduct. No

action taken in accordance with the directions of the Required Lenders will be deemed to constitute gross negligence or willful misconduct for purposes of this Section 14.8. Without limitation of the foregoing, each Lender shall reimburse each Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to in this Agreement, to the extent that such Agent is not reimbursed for any such expenses by or on behalf of Borrowers. The undertaking in this Section 14.8 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or modification, release or discharge of, any or all of the Collateral Documents, termination of this Agreement and the resignation or replacement of any Agent.

Section 14.9 Agents in their Individual Capacity. Each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Loan Parties and Affiliates as though such Person were not an Agent under this Agreement and without notice to or consent of any Lender. Each Lender acknowledges that, pursuant to those activities, the Person serving as an Agent or its Affiliates might receive information regarding Borrowers or their Affiliates (including information that is subject to confidentiality obligations in favor of any Borrower or any such Affiliate) and acknowledges that none of the Agents will be under any obligation to provide any such information to them. With respect to their Loans (if any), each of the Persons serving as Collateral Agent and Administrative Agent and their respective Affiliates have the same rights and powers under this Agreement as any other Lender and may exercise the same as though such Person were not an Agent, and the terms "Lender" and "Lenders" include such Person and its Affiliates, to the extent applicable, in their individual capacities.

Section 14.10 Successor Agents. Any may resign as such upon 30 days' notice to the Lenders. If any Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of Borrower Representative (which may not be unreasonably withheld or delayed), appoint from among the Lenders a successor Agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of an Agent, such Agent may appoint, after consulting with the Lenders and Borrower Representative, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent under this Agreement, that successor agent will succeed to all the rights, powers, and duties of the retiring Agent and the term "Administrative Agent" or "Collateral Agent," as applicable, will mean that successor agent, and the retiring Agent's appointment, powers and duties as Agent will be terminated. After any retiring Agent's resignation under this Agreement as an Agent, the provisions of this Section 14.10 and Sections 15.5 and 15.17 will inure to its

benefit as to any actions taken or omitted to be taken by it while it was an Agent under this Agreement. If no successor agent has accepted appointment as successor agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation will nevertheless thereupon become effective and the Required Lenders shall perform all of the duties of the retiring Agent under this Agreement until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

Section 14.11 Collateral Matters. Each Lender authorizes and directs Collateral Agent to enter into the Collateral Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) for the benefit of the Agents and the Lenders. Each Lender hereby agrees that, except as otherwise set forth in this Agreement, any action taken by any Agent or Required Lenders in accordance with the provisions of this Agreement or the other Loan Documents, and the exercise by such Agent or Required Lenders of the powers set forth in this Agreement or therein, together with all other powers as are reasonably incidental thereto, will be authorized by, and binding upon, all Lenders. Collateral Agent is hereby authorized on behalf of all Lenders, without the necessity of any notice to or further consent from any Lender to take any action with respect to any Collateral (other than Collateral located in Mexico) or Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) which may be necessary to perfect and maintain perfected the Liens upon the Collateral granted pursuant to this Agreement and the such other Loan Documents. The Lenders irrevocably authorize Collateral Agent, at its option and in its discretion, to do any and all of the following: (a) to release any Lien granted to or held by Collateral Agent under any Collateral Document (other than the Mexican Collateral Agreements) (i) upon Payment in Full; (ii) upon property sold or to be sold or disposed of as part of or in connection with any disposition permitted under this Agreement (including the release of any Guarantor in connection with any such disposition); or (iii) subject to Section 15.1 if approved in writing by the Required Lenders; or (b) to subordinate its interest in any Collateral (other than Collateral located in Mexico) to any holder of a Lien on that Collateral which secures purchase money debt (it being understood that Collateral Agent may conclusively rely on a certificate from Borrower Representative in determining whether the Debt secured by any such Lien is permitted hereunder). Upon request by Collateral Agent at any time, the Lenders will confirm in writing Administrative Agent's authority to release, or subordinate its interest in, particular types or items of Collateral pursuant to this Section 14.11.

Section 14.12 Restriction on Actions by Lenders. Each Lender shall not, without the express written consent of each Agent, and shall, upon the written request of any Agent (to the extent it is lawfully entitled to do so), set-off against the Obligations, any amounts owing by that Lender to a Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with that Lender. Each Lender shall not, unless specifically requested to do so in writing by each Agent, take or cause to be taken any action, including the commencement of any legal or equitable proceedings, to foreclose any loan or otherwise enforce any security interest in any of

the Collateral or to enforce all or any part of this Agreement or the other Loan Documents. All enforcement actions under this Agreement and the other Loan Documents (other than the Mexican Collateral Agreements or the Mexican Collateral Amendment and Reaffirmation Agreements) against the Loan Parties or any third party with respect to the Obligations or the Collateral may be taken by only Administrative Agent or Collateral Agent (at the direction of the Required Lenders or as otherwise permitted in this Agreement) or by their respective agents at the direction of such Agent.

Section 14.13 Administrative Agent May File Proofs of Claim.

14.13.1 In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to any Loan Party (including any Insolvency Proceeding), Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as expressed in this Agreement or by declaration or otherwise and irrespective of whether Administrative Agent has made any demand on Borrowers) may, by intervention in any such proceeding or otherwise, do any and all of the following:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and Administrative Agent and its respective agents and counsel and all other amounts due the Lenders and Administrative Agent under Article V, Sections 15.5 and 15.17) allowed in such judicial proceedings; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

14.13.2 Any custodian, receiver, assignee, trustee, liquidator, sequestrator, or other similar official in any such proceeding is hereby authorized by each Lender to make all payments to Administrative Agent and, in the event that Administrative Agent consents to the making of such payments directly to the Lenders, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under Article V, Sections 15.5, and 15.17.

14.13.3 Nothing contained in this Agreement will be deemed to authorize Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the

rights of any Lender or to authorize Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 14.14 Other Agents; Arrangers and Managers. None of the Lenders or other Persons identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger," if any, has any right, power, obligation, liability, responsibility, or duty under this Agreement other than, in the case of any Lender, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified has or is deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action under this Agreement.

Section 14.15 [Reserved].

Section 14.16 Mexican Powers of Attorney. The Administrative Agent agrees that it will not exercise any rights under any power of attorney granted under or in connection with the Mexican Loan Documents unless an Event of Default has occurred and is continuing.

ARTICLE XV

GENERAL

Section 15.1 Waiver; Amendments.

(a) No amendment, modification, or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents will be effective unless it is in writing and acknowledged by Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated in this Agreement with respect thereto or, in the absence of any such designation as to any provision of this Agreement, by the Required Lenders. Any amendment, modification, waiver, or consent will be effective only in the specific instance and for the specific purpose for which given.

(b) The Agents Fee Letter may be amended, waived, consented to, or modified by the parties thereto.

(c) No amendment, modification, waiver, or consent may extend or increase the Commitment of any Lender without the written consent of that Lender.

(d) No amendment, modification, waiver, or consent may extend the date scheduled for payment of any principal (excluding mandatory prepayments) of or interest on the

Loans or any fees payable under this Agreement without the written consent of each Lender directly affected thereby.

(e) No amendment, modification, waiver, or consent may reduce the principal amount of any Loan, the rate of interest thereon, or any fees payable under this Agreement without the consent of each Lender directly affected thereby.

(f) No amendment, modification, waiver, or consent may do any of the following without the written consent of each Lender (i) release any Borrower or any Guarantor from its obligations, other than as part of or in connection with any disposition permitted under this Agreement, (ii) release all or any substantial part of the Collateral granted under the Collateral Documents (except as permitted by Section 14.11), (iii) change the definitions of Pro Rata Share or Required Lenders, any provision of this Section 15.1, or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver, or consent.

(g) No provision of Sections 6.2.2, 6.3, or 7.2.2(b) with respect to the timing or application of mandatory prepayments of the Loans may be amended, modified, or waived without the consent of Lenders having a majority of the aggregate Pro Rata Shares of the Loans affected thereby.

(h) No provision of Section 14 or other provision of this Agreement affecting any Agent in its capacity as such may be amended, modified, or waived without the consent of such Agent.

(i) [Reserved]

(j) [Reserved]

(k) If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained is referred to as a "Non-Consenting Lender"), then, so long as Administrative Agent is not a Non-Consenting Lender, Administrative Agent and/or one or more Persons reasonably acceptable to Administrative Agent may (but will not be required to) purchase from that Non-Consenting Lender, and that Non-Consenting Lenders shall, upon Administrative Agent's request, sell and assign to Administrative Agent and/or any such Person, all of the Loans and Commitments of that Non-Consenting Lender for an amount equal to the principal balance of all such Loans and Commitments held by that Non-Consenting Lender and all accrued interest, fees, expenses, and other amounts then due with respect thereto through the date of sale, which purchase and sale will be consummated pursuant to an executed Assignment Agreement.

Section 15.2 Confirmations. Each Borrower and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with a copy of each such confirmation to Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under that Note.

Section 15.3 Notices.

15.3.1 Generally. Except as otherwise provided in Section 2.2, all notices under this Agreement must be in writing (including facsimile transmission) and must be sent to the applicable party at its address shown on Annex B or at any other address as the receiving party designates, by written notice received by the other parties, as its address for that purpose. Notices sent by facsimile transmission will be deemed to have been given when sent; notices sent by mail will be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service will be deemed to have been given when received. For purposes of Section 2.2, Administrative Agent will be entitled to rely on written instructions from any person that Administrative Agent in good faith believes is an authorized officer or employee of Borrower Representative, and Borrowers shall hold Administrative Agent and each other Lender harmless from any loss, cost, or expense resulting from any such reliance.

15.3.2 Electronic Communications.

(a) Notices and other communications to any Lender under this Agreement may be delivered or furnished by electronic communication (including email and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, but the foregoing does not apply to notices to any Lender pursuant to Section 2.2 if that Lender has notified Administrative Agent and Borrower Representative that it is incapable of receiving notices under Section 2.2 by electronic communication. Administrative Agent or any Loan Party may, in its respective sole discretion, agree to accept notices and other communications to it under this Agreement by electronic communications pursuant to procedures approved by it, and approval of any such procedures may be limited to particular notices or communications.

(b) Unless otherwise agreed by the sender and the intended recipient, (i) notices and other communications sent to an email address will be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgement), (ii) notices or communications posted to an Internet or intranet website will be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that the notice or communication is available and identifying the website address therefor; and (iii) for both clauses (i) and (ii) of this Section 15.3.2(b), any notice, email or other communication that is not sent during the normal business hours of the

intended recipient will be deemed to have been sent at the opening of business on the next Business Day for the intended recipient.

Section 15.4 Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, that determination or calculation will, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP, consistently applied, but if Borrower Representative notifies Administrative Agent that Borrowers wish to amend any covenant in Article X (or any related definition) to eliminate or to take into account the effect of any change in GAAP on the operation of that covenant (or if Administrative Agent notifies Borrower Representative that the Required Lenders wish to amend Article X (or any related definition) for that purpose), then Borrowers' compliance with that covenant will be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either the applicable notice under this Section 15.4 is withdrawn or the applicable covenant (or related definition) is amended in a manner satisfactory to Borrowers and the Required Lenders.

Section 15.5 Costs, Expenses and Taxes. Each Loan Party, jointly and severally, shall pay on demand all reasonable out-of-pocket costs and expenses of each Agent (including Attorney Costs and Taxes) in connection with the preparation, execution, primary syndication, delivery and administration (including perfection and protection of any Collateral and the costs of IntraLinks (or other similar service), if applicable) of this Agreement, the other Loan Documents, and all other documents provided for in this Agreement or delivered or to be delivered under or in connection with this Agreement (including any amendment, supplement, or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby are consummated, including, without limitation, all documented out-of-pocket costs and expenses incurred pursuant to Section 10.2, and all reasonable out-of-pocket costs and expenses (including Attorney Costs and any Taxes) incurred by any Agent and each Lender after an Event of Default in connection with the collection of the Obligations or the enforcement of this Agreement the other Loan Documents or any such other documents or during any workout, restructuring, or negotiations in respect thereof; *provided, however*, that the Loan Parties shall not be liable for any stamp, documentary, recording, filing or similar Taxes that are Other Connection Taxes imposed with respect to an assignment of the Loans and Commitments (other than an assignment at the request of a Loan Party). In addition, each Loan Party shall pay, and shall save and hold harmless each Agent and the Lenders from all liability for, any fees of Loan Parties' auditors in connection with any reasonable exercise by such Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.5 will survive repayment of the Loans, cancellation of the Notes and termination of this Agreement.

Section 15.6 Assignments; Participations.

15.6.1 Assignments.

(a) Any Lender may at any time assign to one or more Persons (any such Person, an "Assignee") all or any portion of that Lender's Loans and Commitments, with the prior written consent of Administrative Agent and, other than for any assignment to an Eligible Assignee and so long as no Event of Default exists, Borrower Representative (which consent of Borrower Representative may not be unreasonably withheld or delayed). Except as Administrative Agent otherwise agrees, any such assignment must be in a minimum aggregate amount equal to US$1,000,000 (which minimum will be US$500,000 if the assignment is to an Affiliate of the assigning Lender) or, if less, the remaining Commitment and Loans held by the assigning Lender. Borrowers and Administrative Agent will be entitled to continue to deal solely and directly with the assigning Lender in connection with the interests so assigned to an Assignee until Administrative Agent has received and accepted an effective assignment agreement in substantially the form of Exhibit J (an "Assignment Agreement") executed, delivered, and fully completed by the applicable parties thereto and a processing fee of US$3,500. For so long as no Default or Event of Default shall have occurred and is continuing at the time of such assignment, the Borrowers shall not be required to pay to any assignee Lender amounts pursuant to Section 7.6 in excess of the amounts that the Borrowers would have been obligated to pay to the assigning Lender if the assigning Lender had not assigned such Loan to such assignee, unless the circumstances giving rise to such excess payment result from a Change in Law after the date of such assignment. Any attempted assignment not made in accordance with this Section 15.6.1 will be treated as the sale of a participation under Section 15.6.2.

(b) From and after the date on which the conditions described above have been met, (i) the Assignee will be deemed automatically to have become a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to that Assignee pursuant to the Assignment Agreement, will have the rights and obligations of a Lender under this Agreement, and (ii) the assigning Lender, to the extent that rights and obligations under this Agreement have been assigned by it pursuant to that Assignment Agreement, will be released from its rights (other than its indemnification rights) and obligations under this Agreement. Upon the request of the Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, Borrowers shall execute and deliver to Administrative Agent for delivery to the Assignee (and, as applicable, the assigning Lender) one or more Notes in accordance with Section 3.1 to reflect the amounts assigned to that Assignee and the amounts, if any, retained by the assigning Lender. Each such Note will be dated the effective date of the applicable assignment. Upon receipt by Administrative Agent of any such Note, the assigning Lender shall return to Borrower Representative any applicable prior Note held by it.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of that Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 15.6.1

will not apply to any such pledge or assignment of a security interest. No such pledge or assignment of a security interest will release a Lender from any of its obligations under this Agreement or substitute any such pledgee or assignee for that Lender as a party to this Agreement

15.6.2 Participations. Any Lender may at any time sell to one or more Persons participating interests in its Loans, Commitments or other interests under this Agreement (any such Person, a "Participant"), but solely to the extent that such Participant is not a Loan Party or an Affiliate of a Loan Party. In the event of a sale by a Lender of a participating interest to a Participant (a) that Lender's obligations under this Agreement will remain unchanged for all purposes, (b) Borrowers and Administrative Agent shall continue to deal solely and directly with that Lender in connection with that Lender's rights and obligations under this Agreement, and (c) all amounts payable by Borrowers will be determined as if that Lender had not sold that participation and will be paid directly to that Lender. No Participant will have any direct or indirect voting rights under this Agreement except with respect to any event described in Section 15.1 expressly requiring the unanimous vote of all Lenders or, as applicable, all affected Lenders. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which that Lender enters into with any Participant. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant will be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, but that right of set-off is subject to the obligation of each Participant to share with the Lenders, and the Lenders shall share with each Participant, as provided in Section 7.5. Participant shall be entitled to the benefits of Section 7.6 or Article VIII to the same extent as if it were a Lender (but no Participant will be entitled to any greater compensation pursuant to Section 7.6 and Article VIII than would have been paid to the participating Lender on the date of participation if no participation had been sold), and each Participant must comply with Section 7.6.4 as if it were an Assignee.

Section 15.7 Register. (1) Administrative Agent shall maintain, and deliver a copy to Borrower Representative upon written request, a copy of each Assignment Agreement delivered and accepted by it and register (the "Register") for the recordation of names and addresses of the Lenders and the Commitment of, and principal amount of (and stated interest on) the Loans owing to, each Lender from time to time and whether that Lender is the original Lender or the Assignee. No assignment will be effective unless and until the Assignment Agreement is accepted and registered in the Register. All records of transfer of a Lender's interest in the Register will be conclusive, absent manifest error, as to the ownership of the interests in the Loans. Administrative Agent will not incur any liability of any kind with respect to any Lender with respect to the maintenance of the Register. It is the parties' intention that the Loans and Commitments be treated as registered obligations and in "registered form" within the meaning of

Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, and that the right, title, and interest of the Lenders in and to those Loans and Commitments be transferable only in accordance with the terms of this Agreement.

(b) Each Lender that sells a participation to a Participant shall, acting solely for this purpose as an agent of each Borrower, maintain at one of its offices a register for the recordation of the names and addresses of each such Participant, and the Commitments of, and principal amount of (and stated interest on) the Loans owing to, such Participant (the "Participant Register"), but no Lender will be required to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans, Commitments, or its other obligations under any Loan Document) to any Person except to the extent that disclosure is required to establish that such a participation is in registered form (as described above). The entries in the Participant Register will be conclusive absent manifest error, and the applicable Lender shall treat each Person whose name is recorded in the Participant Register as the owner of that participation for all purposes of this Agreement notwithstanding any notice to the contrary.

Section 15.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 15.9 Confidentiality. As required by federal law and Administrative Agent's policies and practices, Administrative Agent may need to obtain, verify, and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services. Administrative Agent and each Lender shall use commercially reasonable efforts (equivalent to the efforts Administrative Agent or that Lender applies to maintain the confidentiality of its own confidential information) to maintain as confidential all information provided to them by any Loan Party hereunder and designated as confidential, except that Administrative Agent and each Lender may disclose any information as follows: (a) to Persons employed or engaged by Administrative Agent or that Lender or that Lender's Affiliates or Approved Funds in evaluating, approving, structuring, or administering the Loans and the Commitments, (b) to any assignee or participant or potential assignee or participant that has agreed to comply with the covenant contained in this Section 15.9 (and any such assignee or participant or potential assignee or participant may disclose any such information to Persons employed or engaged by them as described in clause (a) of this Section 15.9, (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Administrative Agent or that Lender to be compelled by any court decree, subpoena, or legal or administrative order or process, but Administrative Agent or that Lender, as applicable, shall (i) use reasonable efforts to give the applicable Loan Party written notice prior to disclosing the information to the extent permitted by that requirement, request, court decree, subpoena, or legal

or administrative order or process, and (ii) disclose only that portion of the confidential information as Administrative Agent or that Lender reasonably believes, or as counsel for Administrative Agent or that Lender, as applicable, advises Administrative Agent or that Lender, that it must disclose pursuant to that requirement, (d) as Administrative Agent or that Lender reasonably believes, or on the advice of Administrative Agent's or that Lender's counsel, is required by law, (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Administrative Agent or that Lender is a party, (f) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to that Lender, (g) to that Lender's independent auditors and other professional advisors as to which that information has been identified as confidential, or (h) if that information ceases to be confidential through no fault of Administrative Agent or any Lender. Notwithstanding the foregoing, Borrowers consent to the publication by Administrative Agent or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, and Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. If any provision of any confidentiality agreement, non-disclosure agreement, or other similar agreement between any Borrower and any Lender conflicts with or contradicts this Section 15.9 with respect to the treatment of confidential information, then this Section 15.9 will supersede all such prior or contemporaneous agreements and understandings between the parties.

Section 15.10 Severability. Whenever possible each provision of this Agreement is to be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of that prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this Agreement. All obligations of the Loan Parties and rights of the Agents and the Lenders, in each case, expressed in this Agreement or in any other Loan Document are in addition to, and not in limitation of, those provided by applicable law.

Section 15.11 Nature of Remedies. All Obligations of the Loan Parties and rights of Agents and the Lenders expressed in this Agreement or in any other Loan Document are in addition to and not in limitation of those provided by applicable law. No failure to exercise, and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15.12 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties to this Agreement and supersedes all prior or contemporaneous agreements and understandings of all such Persons, verbal or written, relating to the subject matter hereof and thereof (except as

relates to the fees described in Section 5.1) and any prior arrangements made with respect to the payment by the Loan Parties of (or any indemnification for) any fees, costs, or expenses payable to or incurred (or to be incurred) by or on behalf of the Agents or the Lenders.

Section 15.13 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders will be deemed to be originals.

Section 15.14 Successors and Assigns. This Agreement binds the Loan Parties, the Lenders, the Agents, and their respective successors and assigns and will inure to the benefit of the Loan Parties, the Lenders, and the Agents and the successors and assigns of the Lenders and the Agents. No other Person is or is intended to be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Loan Party may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of each Agent and each Lender.

Section 15.15 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 15.16 Customer Identification – USA PATRIOT Act Notice. Each Lender (each for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify, and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow that Lender to identify the Loan Parties in accordance with the USA PATRIOT Act.

Section 15.17 INDEMNIFICATION BY LOAN PARTIES. In consideration of the execution and delivery of this Agreement by the Agents and the Lenders and the agreement to extend the Commitments provided under this Agreement, each Borrower hereby agrees to indemnify, exonerate, and hold harmless each Agent, each Lender and each of the officers, directors, employees, Affiliates, agents, and Approved Funds of each Agent and each Lender (each, a "Lender Party" or "Indemnitee") from and against any and all actions, causes of action, suits, losses, liabilities, damages, and expenses, including Attorney Costs (collectively, the "Indemnified Liabilities"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of Equity Interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans; (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Substance at any property owned or leased by any Loan Party; (c) any violation of any Environmental Laws with

respect to conditions at any property owned or leased by any Loan Party or the operations conducted thereon; (d) the investigation, cleanup or remediation of offsite locations at which any Loan Party or their respective predecessors are alleged to have directly or indirectly disposed of Hazardous Substances; or (e) the execution, delivery, performance, or enforcement of this Agreement or any other Loan Document by any of the Lender Parties, in each case except for any such Indemnified Liabilities arising on account of the applicable Lender Party's gross negligence or willful misconduct as determined by a final, non-appealable judgment by a court of competent jurisdiction. If and to the extent that the foregoing undertaking is unenforceable for any reason, each Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. All obligations provided for in this Section 15.17 will survive repayment of the Loans, cancellation of the Notes, any foreclosure under, or any modification, release, or discharge of, any or all of the Collateral Documents and termination of this Agreement. This Section 15.17 shall not apply with respect to Taxes other than any Taxes that represent Indemnified Liabilities arising from any non-Tax claim.

Section 15.18 Nonliability of Lenders. The relationship between Borrowers on the one hand and the Lenders and the Agents on the other hand is solely that of borrower and lender. Neither any Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and the Agents and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither any Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Each Loan Party agrees, on behalf of itself and each other Loan Party, that neither any Agent nor any Lender has any liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission, or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that those losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. No Lender Party will be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement. No Lender Party will have any liability with respect to, and each Loan Party, on behalf of itself and each other Loan Party, hereby waives, releases, and agrees not to sue for, any special, punitive, exemplary, indirect, or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Each Loan Party acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint

venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders.

Section 15.19 FORUM SELECTION AND CONSENT TO JURISDICTION.

(a) Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document (except for the Mexican Loan Documents, which shall be governed under their own terms), will be brought and maintained exclusively in the courts of the State of New York or in the United States District Court of the Southern District of New York. Each party hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court of the Southern District of New York for the purpose of any such litigation as set forth above and waives any right to any other jurisdiction to which each such party may be entitled to by reason of their present or future domicile or otherwise.

(b) Each Mexican Loan Party hereby irrevocably designated and appoints (i) IT Global Holding LLC (the "Process Agent"), with an office on the date hereof at 222 Urban Towers, Suite 1650 E, Irving, TX 75039 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in clause (a); and (ii) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the enforcement of any judgment based thereon. Each Mexican Loan Party shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Mexican Loan Party shall, by an instrument reasonably satisfactory to the Required Lenders, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Required Lenders. Each Mexican Loan Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(c) Each Loan Party further irrevocably consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York. Each Loan Party hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection that it now has or hereafter might have to the laying of venue of any such litigation

brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

Section 15.20 WAIVER OF JURY TRIAL. **EACH LOAN PARTY, EACH AGENT, AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, AND ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MIGHT IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY**.

Section 15.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement, or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in that EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

ARTICLE XVI

JOINT AND SEVERAL LIABILITY

Section 16.1 Joint and Several Liability

16.1.1 Each Loan Party and each Person comprising a Loan Party hereby acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements, and other terms contained in this Agreement are applicable to and binding upon each Person comprising a Loan Party unless expressly otherwise stated in this Agreement.

16.1.2 Each Loan Party is jointly and severally liable for all of the Obligations of each other Loan Party, regardless of which Loan Party actually receives the proceeds or other benefits of the Loans or other extensions of credit under this Agreement or the manner in which Loan Parties, any Agent, or any Lender accounts therefor in their respective books and records.

16.1.3 Each Loan Party acknowledges that it shall enjoy significant benefits from the business conducted by each other Loan Party because of, inter alia, their combined ability to bargain with other Persons, including, without limitation, their ability to receive the Loans and other credit extensions under this Agreement and the other Loan Documents which would not have been available to any Loan Party acting alone. Each Loan Party has determined that it is in its best interest to procure the credit facilities contemplated under this Agreement, with the credit support of each other Loan Party as contemplated by this Agreement and the other Loan Documents.

16.1.4 Each of the Agents and the Lenders have advised each Loan Party that it is unwilling to enter into this Agreement and the other Loan Documents and make available the credit facilities extended hereby or thereby to any Loan Party unless each Loan Party agrees, among other things, to be jointly and severally liable for the due and proper payment of the Obligations of each other Loan Party. Each Loan Party has determined that it is in its best interest and in pursuit of its purposes that it so induce the Lenders to extend credit pursuant to this Agreement and the other documents executed in connection with this Agreement (a) because of the desirability to each Loan Party of the credit facilities under this Agreement and the interest rates and the modes of borrowing available under this Agreement and under those other documents; (b) because each Loan Party might engage in transactions jointly with other Loan Parties; and (c) because each Loan Party might require, from time to time, access to funds under this Agreement for the purposes set forth in this Agreement. Each Loan Party, individually, expressly understands, agrees, and acknowledges that the credit facilities contemplated under this Agreement would not be made available on the terms of this Agreement in the absence of the collective credit of all the Loan Parties, and the joint and several liability of all the Loan Parties. Accordingly, each Loan Party acknowledges that the benefit of the accommodations made under this Agreement to the Loan Parties, as a whole, constitutes reasonably equivalent value, regardless of the amount of the indebtedness actually borrowed by, advanced to, or the amount of credit provided to, or the amount of collateral provided by, any one Loan Party.

16.1.5 To the extent that applicable law otherwise would render the full amount of the joint and several obligations of any Loan Party under this Agreement and under the other Loan Documents invalid or unenforceable, such Person's obligations under this Agreement and under the other Loan Documents shall be limited to the maximum amount that does not result in any such invalidity or unenforceability, but each Loan Party's obligations under this Agreement and under the other Loan Documents shall be presumptively valid and

enforceable to their fullest extent in accordance with the terms hereof or thereof, as if this Section 16 were not a part of this Agreement.

16.1.6 To the extent that any Loan Party makes a payment under this Section 16 of all or any of the Obligations (a "Joint Liability Payment") that, taking into account all other Joint Liability Payments then previously or concurrently made by any other Loan Party, exceeds the amount that Loan Party would otherwise have paid if each Loan Party had paid the aggregate Obligations satisfied by those Joint Liability Payments in the same proportion that such Person's Allocable Amount (as determined immediately prior to those Joint Liability Payments) bore to the aggregate Allocable Amounts of each Loan Party as determined immediately prior to the making of those Joint Liability Payments, then, following payment in full in cash of the Obligations (other than contingent indemnification Obligations not then asserted) and the termination of the Commitments, that Loan Party shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Loan Party for the amount of that excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to the applicable Joint Liability Payments. As of any date of determination, the "Allocable Amount" of any Loan Party is equal to the maximum amount of the claim that could then be recovered from that Loan Party under this Section 16 without rendering that claim voidable or avoidable under § 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law.

16.1.7 Each Loan Party assumes responsibility for keeping itself informed of the financial condition of each other Loan Party, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of each other Loan Party's Obligations, and of all other circumstances bearing upon the risk of nonpayment by each other Loan Party of its Obligations, and each Loan Party agrees that neither any Agent nor any Lender has or shall have any duty to advise that Loan Party of information known to any Agent or any Lender regarding any such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If any Agent or any Lender, in its discretion, undertakes at any time or from time to time to provide any such information to a Loan Party, neither any Agent nor any Lender shall be under any obligation to update any such information or to provide any such information to that Loan Party or any other Person on any subsequent occasion.

16.1.8 Subject to Section 15.1, Administrative Agent upon written direction from the Required Lenders is hereby authorized to, at any time and from time to time, to do any and all of the following: (a) in accordance with the terms of this Agreement, renew, extend, accelerate, or otherwise change the time for payment of, or other terms relating to, Obligations incurred by any Loan Party, otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by any Loan Party and delivered to Administrative Agent or any Lender; (b) accept partial payments on an

Obligation incurred by any Loan Party; (c) take and hold security or collateral for the payment of an Obligation incurred by any Loan Party under this Agreement or for the payment of any guaranties of an Obligation incurred by any Loan Party or other liabilities of any Loan Party and exchange, enforce, waive, and release any such security or collateral; (d) in accordance with the terms of the Loan Documents, apply any such security or collateral and direct the order or manner of sale thereof; and (e) with the prior consent of the Lenders, settle, release, compromise, collect, or otherwise liquidate an Obligation incurred by any Loan Party and any security or collateral therefor in any manner, without affecting or impairing the obligations of any other Loan Party. In accordance with the terms of this Agreement, the Required Lenders have the exclusive right to determine the time and manner of application of any payments or credits, whether received by the Administrative Agent from a Borrower or any other source, and any such determination shall be binding on each Loan Party. In accordance with the terms of this Agreement, all such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of an Obligation incurred by any Loan Party as the Required Lenders determine in their discretion and instruct the Administrative Agent, without affecting the validity or enforceability of the Obligations of any other Loan Party. Nothing in this Section 16.1.8 modifies any right of any Loan Party or any Lender to consent to any amendment or modification of this Agreement or the other Loan Documents in accordance with the terms hereof or thereof.

16.1.9 Each Loan Party hereby agrees that, except as otherwise expressly provided in this Agreement, its obligations under this Agreement are and shall be unconditional, irrespective of (a) the absence of any attempt to collect an Obligation incurred by any Loan Party from any Loan Party or any guarantor or other action to enforce the same; (b) failure by Collateral Agent or Lenders, as applicable, to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for an Obligation incurred by any Loan Party; (c) any Insolvency Proceeding by or against any Loan Party, or any Agent's or any Lender's election in any such proceeding of the application of § 1111(b)(2) of the Bankruptcy Code; (d) any borrowing or grant of a security interest by any Loan Party as debtor-in-possession under § 364 of the Bankruptcy Code; (e) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of any Agent's or any Lender's claim(s) for repayment of any of an Obligation incurred by any Loan Party; or (f) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor unless that legal or equitable discharge or defense is that of a Loan Party in its capacity as a Loan Party.

16.1.10 Any notice given by Borrower Representative under this Agreement shall constitute and be deemed to be notice given by all Loan Parties, jointly and severally. Notice given by any Agent or any Lender to Borrower Representative under this Agreement or pursuant to any other Loan Documents in accordance with the terms of this Agreement or of any applicable other Loan Document shall constitute notice to each Loan Party. The knowledge of any Loan Party shall be imputed to all Loan Parties and any consent by Borrower Representative or any Loan Party shall constitute the consent of, and shall bind, all Loan Parties.

16.1.11 This Section 16 is intended only to define the relative rights of Loan Parties and nothing set forth in this Section 16 is intended to or shall impair the obligations of Loan Parties, jointly and severally, to pay any amounts as and when the same become due and payable in accordance with the terms of this Agreement or any other Loan Documents. Nothing contained in this Section 16 limits the liability of any Loan Party to pay the credit facilities made directly or indirectly to that Loan Party and accrued interest, fees, and expenses with respect thereto for which that Loan Party is primarily liable.

16.1.12 The parties to this Agreement acknowledge that the rights of contribution and indemnification under this Section 16 constitute assets of each Loan Party to which any such contribution and indemnification is owing. The rights of any indemnifying Loan Party against the other Loan Parties under this Section 16 shall be exercisable upon the full and payment of the Obligations, and the termination of the Commitments.

16.1.13 No payment made by or for the account of a Loan Party, including, without limitation, (a) a payment made by that Loan Party on behalf of an Obligation of another Loan Party, or (b) a payment made by any other Person under any guaranty, shall entitle that Loan Party, by subrogation or otherwise, to any payment from that other Loan Party or from or out of property of that other Loan Party and that Loan Party shall not exercise any right or remedy against that other Loan Party or any property of that other Loan Party by reason of any performance of that Loan Party of its joint and several obligations hereunder, until, in each case, the termination of the Commitments, the expiration, termination, or Cash Collateralization of all letters of credit, and Payment in Full of all Obligations (other than contingent indemnification Obligations not then asserted).

ARTICLE XVII

APPOINTMENT OF BORROWER REPRESENTATIVE

17.1.1 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents) from the Lenders in the name or on behalf of that Loan Party. Administrative Agent may disburse those proceeds to the bank account of Borrower Representative (or any other Borrower) without notice to any other Borrower or any other Loan Party.

17.1.2 Each Loan Party hereby irrevocably (until Payment in Full or a change pursuant to Section 17.1.4) appoints and constitutes the Borrower Representative as its agent to (a) receive statements of account and all other notices from Administrative Agent with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan

Documents, (b) execute and deliver Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Loan Party under this Agreement or the other Loan Documents; and (c) otherwise act on behalf of that Loan Party pursuant to this Agreement and the other Loan Documents.

17.1.3 The authorizations contained in this Section 17 are coupled with an interest and are irrevocable until Payment in Full or a change pursuant to Section 17, and Administrative Agent may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower or other Loan Party as if the same were supplied, made or taken by that Borrower or Loan Party. Without limiting the generality of the foregoing, the failure of one or more Borrowers or other Loan Parties to join in the execution of any writing in connection with this Agreement will not relieve any Borrower or other Loan Party from obligations in respect of that writing.

17.1.4 No purported termination of or change in the appointment of Borrower Representative as agent will be effective without the prior written consent of Administrative Agent.

ARTICLE XVIII

CONVERSION RIGHTS

Section 18.1 Conversion on the Maturity Date. Subject to Section 18.3, each Tranche A-1 Lender, Tranche A-2 Lender, Tranche C Lender, Tranche D Lender and Tranche E Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares on the Maturity Date applicable to such Lender's Tranche A-1 Loans, Tranche A-2 Loans, Tranche C Loans, Tranche D Loans or Tranche E Loans, as applicable (such Maturity Date, a "Maturity Conversion Date"). In order to exercise its conversion rights under this Section 18.1, such Tranche A-1 Lender, Tranche A-2 Lender, Tranche C Lender, Tranche D Lender or Tranche E Lender must provide written notice (a "Maturity Conversion Notice"), which shall be irrevocable, to Ultimate Holdings on or prior to the second Business Day immediately preceding the Maturity Conversion Date specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.1. Subject to Section 18.3, all of the Outstanding Obligations due to any Tranche B-1 Lender or Tranche B-2 Lender shall automatically convert into Conversion Payment Shares on the Maturity Date applicable to such Lender's Tranche B-1 Loans or Tranche B-2 Loans, as applicable, without any notice or election by such Lender.

Section 18.2 Early Conversion. Subject to Section 18.3, each Lender shall have a right to convert all or any portion of the Outstanding Obligations due to such Lender into Conversion Payment Shares at any time. In order to exercise its conversion rights under this Section 18.2, a Lender must provide written notice (an "Optional Conversion Notice"), which shall be irrevocable, to Ultimate Holdings specifying the percentage of the Outstanding Obligations due to such Lender that the Lender is electing to convert into Conversion Payment Shares pursuant to this Section 18.2.

Section 18.3 Limitation on Conversion. Notwithstanding anything contained herein to the contrary, no conversion under Section 18.1 or Section 18.2 shall be effective unless Ultimate Holdings has received (or is deemed to have obtained) the Requisite Shareholder Approval prior to the Applicable Conversion Date to the extent required under the rules of the Applicable Exchange with respect to a conversion of Outstanding Obligations. If a conversion under Section 18.1 is not effective pursuant to this Section 18.3, the applicable Loans will convert as provided under Section 18.1 to the extent the Applicable Exchange Rules allow and the remainder of the Loan will mature on the applicable Maturity Date as if Section 18.1 did not apply to such remainder. If a conversion under Section 18.2 is not effective pursuant to this Section 18.3, the applicable Optional Conversion Notice shall be deemed null and void but Section 18.2 shall continue to apply to any future conversions. Ultimate Holdings hereby agrees to use its best efforts to obtain the Requisite Shareholder Approval (which may be deemed Requisite Shareholder Approval under the definition thereof) by the earlier of (a) the AgileThought, Inc. 2023 Annual Meeting of Stockholders or (b) May 15, 2023; provided however, that Ultimate Holdings hereby agrees to request from the Applicable Exchange as promptly as is commercially reasonable after the Amendment No. 4 Effective Date an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of the Outstanding Obligations (both in the aggregate and with respect to any individual Lender).

Section 18.4 Conversions Generally. Upon a Converting Lender's receipt of the Conversion Payment Shares required to be delivered to such Converting Lender under Section 18.1 or Section 18.2, the Outstanding Obligations owed to such Converting Lender that have been converted shall be deemed to have Paid in Full.

Section 18.5 Mergers. Notwithstanding anything to the contrary herein, Ultimate Holdings may not consummate any (i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination), (ii) any consolidation, merger or combination or similar transaction involving Ultimate Holdings, (iii) any sale, lease or other transfer to a third party of the consolidated assets of Ultimate Holdings and Ultimate Holdings' Subsidiaries substantially as an entirety, or (iv) any statutory share exchange (any such event, a "Merger Event") unless the resulting, surviving or transferee Person

(the "Successor Company"), if not Ultimate Holdings, shall expressly assume all of the obligations of Ultimate Holdings under this Article XVIII; *provided, however*, that nothing in this Section 18.5 shall be construed to permit any event or transaction otherwise prohibited under this Agreement.

Section 18.6 Effect of Recapitalizations, Reclassifications and Changes of the Common Stock.

18.6.1 In the case of: any Merger Event as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof), at and after the effective time of such Merger Event, (a) the right to convert Outstanding Obligations in Conversion Payment Shares shall be changed into a right to convert such Outstanding Obligations into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that holders of shares of Common Stock are entitled to receive (the "Reference Property," with each "unit of Reference Property" meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and (b) unless context requires otherwise, all references to "Common Stock" hereunder shall be deemed references to the Reference Property. At and after the effective time of any such Merger Event, any shares of Common Stock that Ultimate Holdings would have been required to deliver upon conversion of the Outstanding Obligations under Article XVIII shall instead be deliverable in Reference Property.

18.6.2 If the Merger Event causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then (i) the Reference Property into which the Outstanding Obligations will be convertible shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of Common Stock, and (ii) the unit of Reference Property for purposes of the immediately preceding paragraph shall refer to the consideration referred to in clause (i) attributable to one share of Common Stock.

18.6.3 If, in the case of any Merger Event, the Reference Property includes shares of stock, securities or other property or assets of a Person other than Ultimate Holdings or the successor or purchasing corporation (excluding, for the avoidance of doubt, cash paid by such surviving company, successor or purchaser corporation, as the case may be, in such Merger Event), then such other Person shall execute such documentation with respect to the conversion of Outstanding Obligations as the Lenders and Ultimate Holdings in good faith determine to be commercially reasonable. The definitive agreement with respect to any Merger Event shall include such additional provisions as are reasonably necessary to protect the conversion rights of the Lenders under this Article XVIII.

18.6.4 If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is a Public Issuer, such Successor Issuer shall grant to each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted to any other Person in connection with such Merger Event. If the Successor Issuer (if not Ultimate Holdings) following a Merger Event is not a Public Issuer, such Successor Issuer shall grant each Lender registration rights (to be effective upon such Lender becoming a Converting Lender) that are no less favorable to such Lender than any registration rights granted in connection with such Merger Event to any other holder of the shares; *provided* that in no event shall such registration rights be less favorable to any Lender than the registration rights set forth in any Registration Rights Agreement then in effect. Following the consummation of any Merger Event in which Ultimate Holdings is not the Successor Issuer, all references in this Article XVIII to Ultimate Holdings shall be deemed replaced with references to the Successor Issuer.

18.6.5 Ultimate Holdings shall provide written notice of any Merger Event to the Lenders as promptly as practicable after the public announcement thereof.

18.6.6 Ultimate Holdings shall not become a party to any Merger Event unless its terms are consistent with this Section 18.6 and this Section 18.6 shall similarly apply to successive Merger Events.

18.6.7 If any change in the number, type or classes of the securities into which the Outstanding Obligations are convertible shall occur between the date hereof and any applicable Maturity Date by reason of reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, distribution of shares, or any stock dividend, the Applicable Price shall be appropriately and proportionately adjusted to reflect such change. In addition, if any other dividend or distribution is made by the Company, then, as of the date of such dividend or distribution, the Applicable Price shall be adjusted using an adjustment factor customary for public company convertible instruments.

Section 18.7 Delivery of Conversion Payment Shares. Ultimate Holdings shall deliver any Conversion Payment Shares required to be delivered to a Lender under this Article XVIII on the earlier of the applicable Maturity Date with respect to the Loans being converted and the applicable Optional Conversion Date. The Conversion Payment Shares will be issued in book-entry form and issued and delivered to the transfer agent for Ultimate Holdings and identified by restricted legends identifying the Conversion Payment Shares as restricted securities. A Converting Lender shall be deemed to be the holder of record of such Conversion Payment Shares as of 5:00 p.m. (New York City time) on the date the Conversion Payment Shares are required to be issued and delivered to the Converting Lender under this Section 18.7.

Section 18.8 Reservation of Shares; Listing. Ultimate Holdings shall keep reserved a sufficient number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations. No later than the Business Day immediately following any Applicable Conversion Date, Ultimate Holdings shall take all action necessary, including amending its governing documents, to authorize and reserve sufficient Conversion Payment Shares such that (a) all Conversion Payment Shares required to be delivered by Ultimate Holdings in connection with such Applicable Conversion Date (1) shall be duly and validly authorized, reserved and available for issuance on or prior to the date such Conversion Payment Shares are delivered to any Converting Lender in accordance with Section 18.4 and (2) shall, upon issuance, be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable securities laws and (b) the issuance of such Conversion Payment Shares shall not be subject to any preemptive or similar rights. On or prior to the Amendment No. 4 Effective Date, Ultimate Holdings shall provide notice to the Nasdaq Capital Market with respect to the listing of a number of shares of Common Stock to satisfy the conversion of all Outstanding Obligations. Ultimate Holdings shall use its best efforts to effect and maintain the listing on a Permitted Exchange of its Common Stock.

Section 18.9 Calculations. Ultimate Holdings and any Converting Lenders shall, acting in good faith and in a commercially reasonable manner, jointly determine the number of Conversion Payment Shares with respect to any Conversion; *provided* that if Ultimate Holdings and such Converting Lenders cannot promptly agree on the number of Conversion Payment Shares with respect to such Conversion then they shall use their good faith efforts to jointly appoint a Calculation Agent to determine such number with respect to such Conversion; *provided, further*, that any failure to agree or related delay in the calculation of the number of Conversion Payment Shares shall extend the time provided for delivery of the any disputed number of Conversion Payment Shares (but, for the avoidance of doubt, not the number of Conversion Payment Shares not in dispute) until the second Business Day following the determination of the calculation as provided in this Section 18.9, and such extension or delay in payment with respect to the disputed portion of Conversion Payment Shares shall not be deemed a breach of any provision of this Agreement. If Ultimate Holdings and any Converting Lenders are not able to promptly agree on a Calculation Agent with respect to a Conversion, then Ultimate Holdings shall appoint one Calculation Agent and the Converting Lenders shall appoint a second Calculation Agent and such appointed Calculation Agents shall each promptly determine the number of Conversion Payment Shares for such Conversion and the Conversion Payment Shares for such Conversion shall be deemed to be the average of the amounts determined by such Calculation Agents or, if only one Calculation Agent provides a determination of the Conversion Payment Shares prior to the date Conversion Payment Shares are required to be delivered in connection with the relevant Conversion, the number of Conversion Payment Shares determined by such Calculation Agent. Any determination of the Conversion Payment Shares pursuant to the terms of this Section 18.9 shall be final absent manifest error. All calculations under this Article XVIII shall be rounded to the nearest

1/10,000th, with 0.00005 rounded up to 0.0001; *provided* that the number of Conversion Payment Shares to be delivered to any Converting Lender shall be rounded up the nearest whole number.

Section 18.10 Conversion Information. Ultimate Holdings shall use commercially reasonable efforts to promptly provide any information to any Lender, or any Calculation Agent for purposes of Section 18.9, that such Lender or Calculation Agent determines in good faith to be reasonably necessary to make any calculations under this Article XVIII.

Section 18.11 Taxes. Ultimate Holdings shall pay any and all transfer, stamp and similar Taxes imposed by, or levied by or on behalf of, any governmental authority or agency having the power to tax that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Converting Lender in connection with any Conversion. For the avoidance of doubt, Ultimate Holdings shall not be responsible for any such transfer, stamp and similar Taxes that may be payable with respect to the issuance and delivery of the Conversion Payment Shares to any Person that is not the Converting Lender, including any nominee, assignee or transferee of the Converting Lender, if such Taxes would not have been imposed or be payable had the Conversion Payment Shares been issued in the name of the Converting Lender.

Section 18.12 Peso Loans. Conversions of Outstanding Obligations hereunder shall be made by reference to the Dollar amount thereof. In the case of any Outstanding Obligations denominated in Pesos, the Dollar amount thereof shall be determined by reference to the Conversion Rate as of the relevant Applicable Conversion Date.

Section 18.13 Additional Definitions. When used in this Article XVIII, the following terms shall have the following meanings:

"Applicable Conversion Date" means, (a) with respect to a conversion by a Lender under Section 18.1, the Maturity Date applicable to such Lender's Loans, and (b) with respect to a conversion by a Lender under Section 18.2, the applicable Optional Conversion Date.

"Applicable Exchange" means, at any time, the principal United States exchange on which the Common Stock is then listed.

"Applicable Price" means U.S.$4.64; and provided further that notwithstanding anything to the contrary, a Converting Lender and Ultimate Holdings may agree in writing to use any Applicable Price with respect to any Conversion by such Converting Lender, subject to compliance with any Requirement of Law, including the rules and regulations of the Applicable Exchange. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, the Applicable Price will be with respect to one unit of Reference Property.

"Calculation Agent" means a leading international financial institution that is not an Affiliate of Ultimate Holdings or any Lender.

"Common Stock" means Class A Common Stock, $0.0001 par value per share, of Ultimate Holdings.

"Conversion" means the exercise (including automatic exercise) of a conversion right under Section 18.1 or Section 18.2 by any Lender.

"Conversion Payment Shares" means, with respect to any Conversion by a Lender, a number of shares of Common Stock equal to the portion of such Lender's Outstanding Obligations being converted *divided by* the Applicable Price with respect to the relevant Applicable Conversion Date. Following any Merger Event pursuant to which the Outstanding Obligations become convertible into Reference Property, each Conversion Payment Share will be deemed replaced with one unit of Reference Property.

"Converting Lender" means, with respect to any conversion of Outstanding Obligations, the Lender that has elected to convert under Section 18.1 or Section 18.2.

"Market Disruption Event" means (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts traded on any U.S. exchange relating to the Common Stock.

"Optional Conversion Date" means, with respect to a Lender, the second Scheduled Trading Date following the date such Lender delivers written notice to Ultimate Holdings electing to convert under Section 18.2.

"Outstanding Obligations" means the then-outstanding aggregate principal amounts of the Loans (including any interest previously capitalized and added to principal), together with any accrued interest to, but excluding, the Applicable Conversion Date and any fees payable pursuant to Section 5.2 hereof.

"Permitted Exchange" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (or any of their respective successors).

"Public Issuer" means a Successor Issuer in a Merger Event a class of whose common stock or equivalent Equity Interests is listed or admitted for trading on a Permitted Exchange.

"Requisite Shareholder Approval" means advance shareholder approval with respect to the issuance of Conversion Payment Shares upon conversion of the Outstanding Obligations (a) to any officer, director (including any director that is an Affiliate of a Lender), employee or consultant for issuances that would constitute a discounted issuance of Common Stock pursuant to Rule 5635(c) of the Nasdaq Stock Market; (b) to any Lender to the extent such issuance would constitute a change of control pursuant to Rule 5635(b) of the Nasdaq Stock Market (or such similar rules of the Applicable Exchange); (c) to the extent such issuance would be a "20% Issuance" at a price that is less than the "Minimum Price" pursuant to, and as such terms are defined under, Rule 5635(c) of the Nasdaq Stock Market; and (d) as otherwise required by the Applicable Exchange; *provided, however*, that the applicable Requisite Shareholder Approval will be deemed to be obtained if, due to (A) any amendment or binding change in the interpretation of the applicable listing standards of the Applicable Exchange or (B) the receipt by Ultimate Holdings from the Applicable Exchange of an interpretation of the applicable listing standards of the Applicable Exchange, which states that such shareholder approval is not required for Ultimate Holdings to issue Conversion Payment Shares upon conversion of all Outstanding Obligations.

"Scheduled Trading Day" means any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "Scheduled Trading Day" means a Business Day.

"Successor Issuer" means a Person who is a successor of Ultimate Holdings or a Person who issues common stock or equivalent Equity Interests in any Merger Event in which the shares of the Common Stock are converted into or exchanged for, in whole or in part, common stock or equivalent Equity Interests of such Person.

"Trading Day" means any day on which (A) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (B) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

ARTICLE XIX

GUARANTY

Section 19.1 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrowers, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding) fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XIX. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrowers to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrowers. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations. In no event shall the obligation of any Guarantor hereunder exceed the maximum amount such Guarantor could guarantee under any Debtor Relief Law.

Section 19.2 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XIX constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XIX are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XIX shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any

consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XIX shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of the Borrowers or otherwise, all as though such payment had not been made.

Section 19.3 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XIX and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XIX from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 19.3 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XIX, and acknowledges that this Article

XIX is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 19.4 Continuing Guaranty; Assignments. This Article XIX is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XIX and the New Senior Credit Agreement Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 15.6.

Section 19.5 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XIX, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XIX shall have been paid in full in cash and the New Senior Credit Agreement Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XIX and the New Senior Credit Agreement Final Maturity Date such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Article XIX, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XIX thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XIX shall be paid in full in cash and (iii) the New Senior Credit Agreement Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such

Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 19.6 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Article XIX. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Article XIX such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Article XIX in respect of the Guaranteed Obligations. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Article XIX that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 19.6, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Article XIX (including, without limitation, in respect of this Section 19.6), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 19.6. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 19.6 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 19.6.

[SIGNATURE PAGES FOLLOW]

Summary report: **Litera Compare for Word 11.2.0.54 Document comparison done on 3/10/2023 1:45:33 PM**	
Style name: #Skadden (Strikethrough, Double Score, No Moves)	
Intelligent Table Comparison: Active	
Original DMS: dm://NYCSR01A/1330648/1A	
Description: AgileThought - Credit Agreement - Sixth Amendment Exhibit A	
Modified DMS: dm://NYCSR01A/1330648/4	
Description: AgileThought - Credit Agreement - Sixth Amendment Exhibit A	
Changes:	
Add	103
~~Delete~~	95
~~Move From~~	0
Move To	0
Table Insert	9
~~Table Delete~~	2
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	1
Total Changes:	210

EXHIBIT 31

Forbearance Agreement to the Prepetition 2L Financing Agreement

Execution Version

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT (this "Agreement"), dated as of April 18, 2023, is entered into by and among AGILETHOUGHT, INC., a Delaware corporation ("Ultimate Holdings") and AGILETHOUGHT MEXICO, S.A. DE C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico ("AgileThought Mexico" and together with Ultimate Holdings, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings," and together with Ultimate Holdings, the "Holding Companies"), the other Loan Parties party hereto, the Lenders party hereto (which constitute all Lenders under the Credit Agreement (as defined below)), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS AMERICAS LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent," and together with the Administrative Agent, the "Agents" and each, an "Agent"). Terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

RECITALS

A. The Borrowers, the other Loan Parties thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent are parties to that certain Credit Agreement, dated as of November 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Loan Parties have advised the Agents and Lenders that certain Events of Default have occurred and are continuing, or may occur and continue, as expressly set forth herein.

C. The Lenders, the Administrative Agent, and the Collateral Agent have agreed to enter into this Agreement in connection with the lenders under the New Senior Credit Agreement expecting to provide incremental liquidity (the "Expanded Revolver") to the Loan Parties.

D. The Loan Parties have requested that the Agents and Lenders forbear for a period of time from exercising their respective rights and remedies with respect to the Specified Defaults (as defined herein), and the Agents and Lenders have agreed to such forbearance subject to the satisfaction of, and continued compliance with, the terms and conditions set forth in this Agreement.

E. The Loan Parties are entering into this Agreement with the understanding and agreement that, except as specifically provided herein, none of Agents' or any Lender's rights or remedies as set forth in the Credit Agreement or any other Loan Document are being waived or modified by the terms of this Agreement.

AGREEMENT

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

1. Acknowledgments by Loan Parties. Each Loan Party acknowledges and agrees as follows:

(a) Acknowledgment of Debt. As of the close of business on March 15, 2023, each Loan Party is indebted, jointly and severally, to the Lenders, without defense, deduction, setoff, claim or counterclaim, of any nature, under the Credit Agreement and the other Loan Documents in the aggregate principal amount of not less than (i) US$3,457,753, with respect to the Tranche A-1 Loans, (ii) MXN$149,985,406, with respect to the Tranche A-2 Loans, (iii) US$3,826,104.85, with respect to the Tranche B-1 Loans, and (iv) MXN$98,048,213.42, with respect to the Tranche B-2 Loans, plus accrued and continually accruing interest and all fees, costs and expenses in accordance with the Loan Documents.

(b) Acknowledgment of the Specified Defaults. On and as of the date hereof: (i) each of the Events of Default enumerated on Part A of Schedule 1 attached hereto (the "Existing Defaults") have occurred and are continuing; (ii) the events or conditions enumerated on Part B of Schedule 1 attached hereto (the "Anticipated Defaults" and, together with the Existing Defaults, the "Specified Defaults") may occur and continue during the Forbearance Period (as defined below); (iii) Agents and Lenders have not waived in any respect any Existing Defaults or will be deemed to have waived in any respect any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period; (iv) Agents and Lenders have not waived any of their rights and remedies with respect to the Existing Defaults or will be deemed to have waived any of their rights and remedies with respect to any Anticipated Defaults to the extent occurring or continuing during the Forbearance Period; and (v) except as expressly limited by this Agreement and the Reference Subordination Agreement, Agents and Lenders are permitted immediately to accelerate the Obligations and exercise all rights and remedies available under the Loan Documents, applicable law and/or otherwise as a result of any of the Existing Defaults, or, upon the occurrence and during the continuation thereof, any of the Anticipated Defaults.

(c) Acknowledgment that Liabilities Continue in Full Force and Effect. The Loans and all other liabilities and Obligations of the Loan Parties under the Credit Agreement and each other Loan Documents remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery of this Agreement or by the agreements and undertakings of the parties contained herein.

(d) Acknowledgment of Perfection of Security Interest. As of the date hereof, the security interests and Liens granted to the Collateral Agent, for its benefit and the benefit of the Lenders, under the Loan Documents securing the Obligations are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Loan Documents.

2. Forbearance by Agents and Lenders.

(a) Forbearance Period. At the request of the Loan Parties, the Agents and Lenders agree to forbear from accelerating the Obligations and from commencing and/or prosecuting the exercise of any rights and remedies, whether at law, in equity, by agreement or otherwise, available to the Agent and Lenders as a result of the Specified Defaults, from the date hereof until the earliest to occur of the following times: (i) the Forbearance Expiration Date (as defined below); (ii) the time at which (x) any representation or warranty made by a Loan Party under this Agreement shall prove to have been materially incorrect (without duplication of any materiality qualifiers therein) when made or deemed made or (y) any Loan Party fails to comply in any respect with its covenants set forth in this Agreement; (iii) the occurrence of any Event of Default (other than the Specified Defaults) under any of the Loan Documents; or (iv) termination of the New Senior Forbearance Agreement (as defined below) (the period beginning on the date hereof and terminating on the earliest of such dates being hereinafter referred to as the "Forbearance Period"). "Forbearance Expiration Date" means 11:59 p.m. New York City time on May 10, 2023.

(b) Termination of Forbearance Period. Upon the termination of the Forbearance Period, all forbearances, deferrals and indulgences granted by the Agents and Lenders in Section 2(a) above shall automatically terminate, and the Agents and Lenders shall thereupon have, and shall be entitled to exercise, any and all rights and remedies which the Agents and/or Lenders may have upon the occurrence of an Event of Default, including, without limitation, the Specified Defaults, without any further notice.

(c) Preservation of Rights. By entering into this Agreement and agreeing to temporarily forbear from the exercise of rights and remedies under the terms of this Agreement, Agents and Lenders do not waive, and are not being requested to waive, the Existing Defaults that are outstanding on the date hereof, the Anticipated Defaults upon their occurrence, or any Event of Default that may occur after the date hereof (whether the same as, or similar to, the Specified Defaults or otherwise). The Specified Defaults and any other Events of Default which may be continuing on the date hereof or any Events of Default which may occur after the date hereof (whether the same as, or similar to, the Specified Defaults or otherwise), and the Agents' and Lenders' rights and remedies related thereto, or arising as a result therefrom, are hereby preserved. The granting of the forbearance hereunder shall not be deemed a waiver of any options, rights and remedies of Agents and/or Lenders and shall not constitute a course of conduct or dealing on behalf of Agents or Lenders. Subject to the terms of this Agreement, Agents and Lenders specifically reserve all options, rights and remedies available to them under the Credit Agreement, the other Loan Documents, applicable law or otherwise.

3. Covenants; Consents. In consideration of the agreements set forth herein, the Loan Parties hereby covenant and agree, so long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid, as follows:

(a) Potential Financing Documentation. The Loan Parties shall furnish to the Agents and Lenders (i) promptly upon receipt or delivery thereof, copies of all material correspondence and notices submitted to or by any Loan Party or its advisors in respect of any potential financing or investment in the Loan Parties, (ii) copies of all proposals for any such financings or investments in the Loan Parties, and (iii) promptly upon request, any other information concerning such financings or investments as any Agent may from time to time reasonably request.

(b) Financial Advisor Retention. The Loan Parties at all times shall have retained a financial advisor acceptable to the Borrower Representative and the New Senior Credit Agreement's Agents and Required Lenders (as such terms are defined therein) (the "Financial Advisor").

(c) 13-Week Cash-Flow. In lieu of Section 10.1(a)(xx) of the Credit Agreement, by 7:00 p.m. (New York City Time) on the Friday of each week (or, if such Friday is not a Business Day, the immediately preceding Business Day), commencing with the week ending April 21, 2023, the Borrower Representative shall deliver to the Agents and Lenders: (i) a 13-week cash flow forecast of Ultimate Holdings and its Subsidiaries, prepared by the Loan Parties' Financial Advisor, setting forth in reasonable detail all sources and uses of the Loan Parties' cash for the succeeding 13-week period; (ii) reports certified by an Authorized Officer of the Borrower Representative as being accurate and complete, listing all accounts payable balances of the Loan Parties as of one Business Day immediately prior to the applicable reporting date, which shall include the amount and age of each such account payable and the name and mailing address of each account creditor; (iii) a calculation of the Liquidity of Ultimate Holdings and its Subsidiaries as of such Friday; and (iv) such other information as any Agent may reasonably request;

(d) Investment Banker Retention. By April 20, 2023 (or such later date as approved by the New Senior Credit Agreement's administrative agent), the Loan Parties shall retain (and thereafter continue to retain) an investment banker (the "Investment Banker") reasonably acceptable to Borrower

Representative and the New Senior Credit Agreement's Agents and Required Lenders and on terms acceptable to such New Senior Credit Agreement's Agents and Required Lenders and Borrower Representative. Such Investment Banker shall be retained for the purposes set forth in its retention agreement (in form and substance acceptable to the New Senior Credit Agreement's Agents and Required Lenders) and Borrower Representative, which shall include undertaking the preparation for a potential transaction involving Ultimate Holdings and its Subsidiaries (the "IB Engagement").

(e) New Senior Credit Agreement Amendment. On or before April 20, 2023 (or such later date as approved by the New Senior Credit Agreement's administrative agent), the Loan Parties shall execute and deliver an amendment to the New Senior Credit Agreement, which amendment shall, among other things, provide the borrower thereof with up to $3,000,000 of additional Loans (the "Anticipated 2023 Incremental Revolving Loans").

(f) Commercial Tort Claim. On or before April 20, 2023, the Loan Parties shall duly execute and deliver a Guaranty and Collateral Agreement supplement granting to the Collateral Agent a security interest in the Anovo Commercial Tort Claim (as defined below), in form and substance satisfactory to the Collateral Agent. Such Guaranty and Collateral Agreement supplement shall set forth sufficient details relating to the Commercial Tort Claim in connection with the litigation in the United States District Court for the Western District of Tennessee, captioned AnovoRx Holdings, Inc. v. AgileThought, Inc. (Case No. 2:22-cv-02557) (the "Anovo Commercial Tort Claim"), and confirm to the Collateral Agent that it has a perfected security interest in the Anovo Commercial Tort Claim and in the proceeds thereof.

(g) New Senior Forbearance Agreement. The Loan Parties shall at all times comply with the terms of the New Senior Forbearance Agreement (as defined below).

(h) Certain Meetings. On each Tuesday (commencing Tuesday, April 25, 2023) or, if such Tuesday is not a Business Day, then the next succeeding Business Day (or more frequently upon the reasonable request of the New Senior Credit Agreement's administrative agent), the Borrower Representative shall, and shall cause each of (i) Ultimate Holdings and senior management of Ultimate Holdings and its Subsidiaries, (ii) the Investment Banker (following its retention), (iii) the Financial Advisor, and (iv) any other third party advisor retained to pursue financing alternatives, to participate in a meeting with the Lenders and the New Senior Credit Agreement's agents and lenders at such time as may be agreed to by the Borrower Representative and the New Senior Credit Agreement's administrative agent, to discuss Holdings' and its Subsidiaries' operations, financial position, the status of the Investment Banker's with respect to the IB Engagement, and compliance with the other terms of this Agreement.

(i) Tranche B Conversion. The Loan Parties, the Tranche B Lenders, and the Tranche A Lenders, shall, during the Forbearance Period make themselves reasonably available and negotiate in good faith revisions to the terms of the Credit Agreement governing the conversion of the Tranche B Loans, including, but not limited to, the conversion price.

4. Release; No Representations by Agents or Lenders; No Novation.

(a) Each Loan Party hereby acknowledges and agrees that: (i) neither it nor any of its Subsidiaries has any claim or cause of action against any Agent or any Lender (or any of the directors, officers, employees, agents, attorneys or consultants of any of the foregoing), and (ii) the Agents and the Lenders have heretofore properly performed and satisfied in a timely manner all of their obligations to the Loan Parties, and all of their Subsidiaries and Affiliates. Notwithstanding the foregoing, the Agents and the Lenders wish (and the Loan Parties agree) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of their rights, interests,

security and/or remedies. Accordingly, for and in consideration of the agreements contained in this Agreement and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Agents and the Lenders, together with their respective Affiliates and Approved Funds, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing (collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the Effective Date directly arising out of, connected with or related to this Agreement, the Credit Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim by any Releasor against any Released Party which would not be released hereby.

(b) Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Agreement.

(c) Each reference to Lender under Sections 4(a) and 4(b) is to such Lender solely in its capacity as a lender under the Credit Agreement. To the Loan Parties' knowledge as of the Effective Date, the Loan Parties are not aware of any claims of the Loan Parties against the Lenders, in any capacity, in connection with this Agreement.

(d) Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

5. Effectiveness of this Agreement. This Agreement shall become effective upon the satisfaction in full, in a manner satisfactory to the Lenders, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the "Effective Date"):

(a) Agreement. On or before the Effective Date, the Administrative Agent and the Lenders shall have received this Agreement, fully executed by the other parties hereto; and

(b) Representations and Warranties. Except for Sections 9.8(iii) and 9.20 of the Credit Agreement to the extent such sections relate to the Specified Defaults or as a result of certain other defaults on Material Contracts disclosed in writing to the Agents or Lenders on or prior to the Effective Date (the "Representation Exception"), the representations and warranties contained in this Agreement and in Article IX of the Credit Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification)

on and as of the Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(c) No Default; Event of Default. Other than the Specified Defaults, no Default or Event of Default shall have occurred and be continuing on the Effective Date or result from this Agreement becoming effective in accordance with its terms.

(e) New Senior Credit Agreement Forbearance Agreement. The Agents shall have received a fully executed copy of a forbearance agreement, dated as of the Effective Date, by and among the loan parties thereto, the New Senior Credit Agreement collateral agent, the New Senior Credit Agreement's administrative agent, and the existing New Senior Credit Agreement lenders, and such forbearance agreement shall be in full force and effect ("New Senior Forbearance Agreement").

6. Condition Subsequent to Effectiveness of this Agreement. The Loan Parties agree that, in addition to all other terms, conditions and provisions set forth in this Agreement, including, without limitation, those conditions to the Effective Date set forth herein, the Loan Parties shall, on or prior to the earlier of (i) the date of the first borrowing of the Anticipated 2023 Incremental Revolving Loans or (ii) April 28, 2023, have paid all outstanding and unpaid fees and expenses of (x) the Administrative Agent (in the amount of $5,000), (y) Pryor Cashman LLP, counsel to the Administrative Agent in an amount up to US$30,000, and (z) Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Lenders, in an amount of US$231,579. It is understood and agreed that, during the Forbearance Period, the Lenders shall be permitted to request, and the Loan Parties shall remit, (1) an additional up to US$100,000 to the Lenders for the fees and expenses of Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Lenders associated with this Agreement and (2) up to US$15,000 for the legal fees and expenses of the Administrative Agent, including of Pryor Cashman LLP, counsel to the Administrative Agent associated with this Agreement. It is understood and agreed that the failure by the Loan Parties to perform or cause to be performed such condition subsequent shall constitute an immediate Event of Default (which shall not be subject to any grace periods set forth in the Credit Agreement). It is agreed that the Loan Parties' obligations to pay such amounts shall be subject to receipt of invoices from the applicable Agent, Lenders, or professionals, it being expressly understood and agreed that the amount identified in paragraph (ii)(z) of this Section 6 has been invoiced to the Loan Parties as of the date of this Agreement.

7. Representations and Warranties. Each Loan Party represents and warrants, as of the Effective Date, as follows:

(a) Representations and Warranties; No Event of Default. Except for the Representation Exception, the representations and warranties herein, in Article IX of the Credit Agreement and in each other Loan Document are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and, other than the Existing Defaults, no Default or Event of Default has occurred and is continuing as of the Effective Date or would result from this Agreement becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or *sociedad anonima* duly organized, validly existing and, other than the Mexican Loan Party, in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated, and to execute and deliver this Agreement, and to consummate the transactions contemplated by this Agreement and by the Credit Agreement, and (iii) is duly qualified to do business in, and is in good standing in each jurisdiction where the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and be in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution and delivery by each Loan Party of this Agreement and the performance by it of the Credit Agreement, this Agreement, and each other Loan Document (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law, or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(C) and (iv) hereof, to the extent that such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Enforceability of Loan Documents. This Agreement, the Credit Agreement and each other Loan Document is and will be a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party.

(f) No Duress. This Agreement has been entered into without force or duress, of the free will of each Loan Party. Each Loan Party's decision to enter into this Agreement is a fully informed decision and such Loan Party is aware of all legal and other ramifications of such decision.

(g) Counsel. Each Loan Party has read and understands this Agreement, has consulted with and been represented by legal counsel in connection herewith, and has been advised by its counsel of its rights and obligations hereunder and thereunder.

8. Governing Law; Consent to Jurisdiction; Service of Process Services of Process and Venue and Waiver of Jury Trial, Etc. Sections 15.8, 15.19 and 15.20 (*Governing Law; Forum Selection and Consent to Jurisdiction; and Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

9. Further Assurances.

(a) The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Agreement.

10. Counterparts; Facsimile Signatures; PDF Delivery.

(a) This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by e-mail, DocuSign, facsimile or other similar form of electronic transmission shall be deemed to be an original signature hereto.

(b) This Agreement, to the extent signed and delivered by means of electronic transmission by PDF, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

11. Reference to and Effect on the other Loan Documents.

(a) Except as specifically set forth above, the Credit Agreement and all other Loan Documents, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Borrowers and Guarantors to Agents and Lenders.

(b) The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Agents or any Lender under the Credit Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of the Credit Agreement or any of the other Loan Documents.

(c) Each Loan Party hereby acknowledges and agrees that this Agreement constitutes a "Loan Document" under the Credit Agreement. Accordingly, it shall be an immediate Event of Default under the Credit Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Agreement shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail timely to perform or observe any term, covenant or agreement contained in this Agreement.

12. Ratification. Each Loan Party hereby restates, ratifies and reaffirms each and every term and condition set forth in the Credit Agreement (as modified hereby), and the other Loan Documents effective as of the date hereof.

13. Integration. This Agreement, together with the Credit Agreement and the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

14. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

15. Guarantors' Acknowledgment. Each Guarantor hereby acknowledges and agrees to this Agreement and confirms and agrees that its Guaranty (as modified and supplemented in connection with this Agreement) is and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects. Although Lender has informed the Guarantors of the matters set forth above, and each Guarantor has acknowledged the same, each Guarantor understands and agrees that Lender has no duty

under the Credit Agreement, or any other agreement with any Guarantor, to so notify any Guarantor or to seek such an acknowledgement, and nothing contained herein is intended to or shall create such a duty as to any transaction hereafter.

16. Administrative Agent and Collateral Agent Instruction. Each Lender party hereto (constituting all the Lenders under the Credit Agreement), through its execution of this Agreement, hereby instructs each of the Administrative Agent and the Collateral Agent to execute and deliver this Agreement and the amendment to the Reference Subordination Agreement to be entered into substantially concurrently herewith with certain parties to the New Senior Credit Agreement.

[*Remainder of page intentionally left blank*.]

The parties are signing this Agreement as of the date stated in the introductory clause.

BORROWERS:

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.),

a Delaware corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499... _____

Name: Manuel Senderos

Title: Chief Executive Officer

AGILETHOUGHT MEXICO, S.A. DE C.V.,

a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499... _____

Name: Manuel Senderos

Title: Attorney-in-fact

AGILETHOUGHT MEXICO, S.A. DE C.V.,

a *sociedad anónima de capital variable* incorporated under the laws of Mexico

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8... _____

Name: Mauricio Garduño

Title: Attorney-in-fact

[Signature Page to Forbearance Agreement]

GUARANTORS:

4TH SOURCE, LLC
a Delaware limited liability company

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

AN GLOBAL LLC
a Delaware limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS S.A.P.I. de C.V.
a *sociedad anónima promotora de inversiones de capital variable*
inco[illegible]f Mexico

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: [illegible]

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

4TH SOURCE HOLDING CORP.,
a Delaware Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC,
a Delaware limited liability company
By: 4TH Source, LLC, as Member

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY, INC,
a Delaware Corporation

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Secretary

[Signature Page to Forbearance Agreement]

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AGS ALPAMA GLOBAL SERVICES USA, LLC,
a Delaware limited liability company
By: QMX Investment Holdings USA, Inc.

By: DocuSigned by: Manuel Senderos 98F7D4297412499... _____
Name: Manuel Senderos
Title: President

AN USA,
a California Corporation

By: DocuSigned by: Manuel Senderos 98F7D4297412499... _____
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC,
a Florida limited liability company

By: DocuSigned by: Manuel Senderos 98F7D4297412499... _____
Name: Manuel Senderos
Title: President

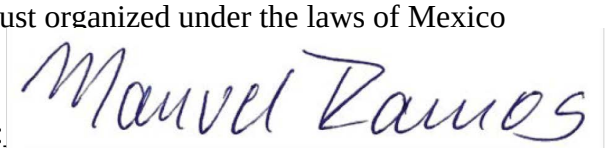
LENDERS:

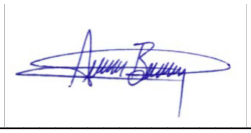
BANCO NACIONAL DE MÉXICO, S.A., INTEGRANTE DEL GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, COMO FIDUCIARIO DEL FIDEICOMISO IRREVOCABLE F/17937-8
a trust organized under the laws of Mexico

By: 
Name: Manuel Ramos
Title: Attorney in fact


By:_____
Name: Andres Borrego
Title: Attorney in fact

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF GRUPO FINANCIERO BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST NO. F/17938-6
a trust organized under the laws of Mexico

By: 
Name: Manuel Ramos
Title: Attorney in Fact


By:_____
Name: Andres Borrego
Title: Attorney in Fact

LENDERS:

BANCO NACIONAL DE MÉXICO, S.A., MEMBER OF BANAMEX, DIVISIÓN FIDUCIARIA, IN ITS CAPACITY AS TRUSTEE OF THE TRUST "NEXXUS CAPITAL VI" AND IDENTIFIED WITH NUMBER NO. F/173183,
a trust organized under the laws of Mexico

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

NEXXUS CAPITAL PRIVATE EQUITY FUND VI, L.P.

By:_____
Name: Arturo José Saval Pérez
Title: Attorney-in-fact

By:_____
Name: Roberto Langenauer Neuman
Title: Attorney-in-fact

LENDERS:

MANUEL SENDEROS FERNANDEZ

DocuSigned by:
Manuel Senderos
98F7D4297412499...

KEVIN JOHNSTON

DocuSigned by:
8B694ED22E4A433...

ADMINISTRATIVE AGENT: **GLAS USA LLC,**

as Administrative Agent

By:__ _____

Name:Katie Fischer

Title:Vice President

COLLATERAL AGENT: **GLAS AMERICAS LLC,**

as Collateral Agent

By:_____

Name:Katie Fischer

Title:Vice President

EXHIBIT 32

Guaranty and Collateral Agreement Supplement to the Prepetition 2L Financing Agreement

GUARANTY AND COLLATERAL AGREEMENT SUPPLEMENT

April 20, 2023

GLAS USA LLC or
GLAS AMERICAS LLC
3 Second Street, Suite 206
Jersey City, NJ 07311
Fax: 212-202-6246
Email: ClientServices.Americas@glas.agency;
tmgus@glas.agency
Attn: Administrator for AgileThought Inc.

Ladies and Gentlemen:

Reference hereby is made to (a) the credit agreement, dated as of November 22, 2021 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Credit Agreement"), by and among by and among AgileThought, Inc., a Delaware corporation and AgileThought Mexico, S.A. de C.V., a *sociedad anónima de capital variable* incorporated and existing under the laws of Mexico, AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings"), the other Loan Parties party thereto, the lenders party thereto (the "Lenders"), GLAS USA LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and GLAS Americas LLC, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent," and together with the Administrative Agent, the "Agents" and each, an "Agent") and (b) the guaranty and collateral agreement, dated as of January 28, 2022 (the "Collateral Agreement"), entered into by and among IT Global Holding LLC, a Delaware limited liability company ("IT Global"), 4TH Source LLC, a Delaware limited liability company ("4th Source"), Intermediate Holdings, and each other Person party to such Collateral Agreement as a Grantor (each of IT Global and 4th Source, together with Intermediate Holdings, each such Person is individually referred to as a "Grantor" and collectively as the "Grantors"), in favor of the Collateral Agent for itself, the Administrative Agent and the Lenders, the Administrative Agent for itself and the Lenders and (to the extent set forth in the Collateral Agreement) certain Affiliates (as defined in the Credit Agreement) of the Lenders. Capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Collateral Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for itself and the ratable benefit of each Secured Party, a security interest in, all of its right, title and interest in and to the Commercial Tort Claims listed on Schedule 7 hereto (the "Collateral") of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedule to the Schedules to the Collateral Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Collateral Agreement Supplement and the Collateral Agreement secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal,

reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Collateral Agreement Supplement and the Collateral Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplement to Collateral Agreement Schedules. The undersigned has attached hereto supplemental Schedule 7 to the Collateral Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedule has been prepared by the undersigned in substantially the form of the equivalent Schedule to the Collateral Agreement, such supplemental Schedule includes all of the information required to be scheduled to the Collateral Agreement and does not omit to state any information material thereto, and such supplemental schedule attached hereto shall be incorporated into and become a part of and supplement Schedule 7 to the Collateral Agreement and the Collateral Agent may attach such supplemental schedule as a supplement to such Schedule, and each reference to such Schedule shall mean and be a reference to such Schedule, as supplemented pursuant hereto.

SECTION 4. Representations and Warranties. To the extent applicable to the Collateral, the undersigned hereby makes each representation and warranty set forth in Section 4 of the Collateral Agreement (as supplemented by the attached supplemental Schedules).

SECTION 5. Obligations Under the Collateral Agreement. The undersigned hereby agrees, as of the date first above written, to continue to be bound as a Grantor by all of the terms and provisions of the Collateral Agreement to the same extent as each of the other Grantors.

SECTION 6. Governing Law. This Collateral Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Collateral Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 15.19 and 15.20 of the Credit Agreement, *mutatis mutandi*.

[*space intentionally left blank; signature pages follow*]

Very truly yours,

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

Acknowledged and Agreed:

GLAS AMERICAS LLC
as the Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

GLAS USA LLC
as the Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged and Agreed:

GLAS AMERICAS LLC
as the Collateral Agent

By: _____
Name:Katie Fischer
Title:Vice President

GLAS USA LLC
as the Administrative Agent

By: _____
Name:Katie Fischer
Title:Vice President

EXHIBIT 33

Intercreditor Agreement

EXECUTION VERSION

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "**Agreement**") dated as of May 27, 2022 is made by and between **BLUE TORCH FINANCE LLC**, as administrative agent (in such capacity, with its successors and assigns, the "**First Lien Agent**" and, in its individual capacity, "**Blue Torch**") for the First Lien Creditors (as defined below) and **GLAS USA LLC** and **GLAS AMERICAS LLC**, as administrative agent and collateral agent, respectively, (in such capacity, collectively, with their respective successors and assigns, the "**Second Lien Agents**") for the Second Lien Creditors (as defined below), and is acknowledged by each of the Credit Parties (as defined below).

WHEREAS, the Credit Parties and the First Lien Creditors wish to enter into that certain Financing Agreement dated as of the date hereof (as the same may be amended, amended and restated, modified, and supplemented from time to time), and the other loan parties party thereto, the "**Existing First Lien Loan Agreement**"), pursuant to which the First Lien Lenders have agreed to make certain revolving and term loans and extend other financial accommodations to the First Lien Borrowers;

WHEREAS, the Credit Parties and Second Lien Creditors are parties to that certain Credit Agreement dated as of November 22, 2021 (as amended, amended and restated, modified, and supplemented from time to time through the date hereof, including, without limitation, by that certain Amendment No. 2 to the Credit Agreement, dated as of the date hereof, by and among the Second Lien Agents, the Second Lien Lenders, the Second Lien Borrowers and the other parties party thereto, the "**Existing Second Lien Loan Agreement**"), pursuant to which the Second Lien Lenders desire to make certain term loans and extend other financial accommodations to the Second Lien Borrowers;

WHEREAS, the Credit Parties desire to grant to the First Lien Agent (for the benefit of the First Lien Creditors) Liens (as defined below) on all of the Collateral (as defined below) as security for the payment and performance of the First Lien Obligations (as defined below);

WHEREAS, the Credit Parties desire to grant to the Second Lien Agents (for the benefit of the Second Lien Creditors) Liens on all of the Collateral as security for payment and performance of the Second Lien Obligations (as defined below); and

WHEREAS, each of the First Lien Agent (on behalf of the First Lien Creditors) and the Second Lien Agents (on behalf of the Second Lien Creditors) desires to agree to the relative priority of Liens on the Collateral and certain other rights, priorities and interests provided herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by all of the parties hereto, the parties agree as follows:

1. Definitions.

1.1. General Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the UCC. For purposes of this Agreement, the following terms shall have the following meanings:

"**Account Agreements**" shall mean any lockbox account agreement, pledged account agreement, blocked account agreement, deposit account control agreements, securities account control agreement, or any similar deposit or securities account agreements among the First Lien Agent and/or the Second Lien Agents (as applicable), the applicable Credit Party and the relevant financial institution depository or securities intermediary.

"**Accounts**" shall have the meaning set forth in the First Lien Loan Agreement.

"**Affiliate**" with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have correlative meanings. For purposes of this definition, no First Lien Creditor or Second Lien Creditor, respectively, shall be deemed to be an Affiliate of the Borrowers solely by virtue of holding First Lien Obligations or Second Lien Obligations, respectively.

"**Agents**" shall mean the First Lien Agent and the Second Lien Agents.

"**Bankruptcy Code**" shall mean title 11 of the United States Code.

"**Blue Torch**" shall have the meaning set forth in the recitals of this Agreement.

"**Borrowers**" means the First Lien Borrowers and/or the Second Lien Borrowers, as the context may require.

"**Business Day**" shall mean any day (with any references herein to time of day requirements meaning such times based on Eastern time) other than (a) Saturday or Sunday; (b) any day on which banks in Mexico City, Mexico or New York, New York, generally are not open to the general public for the purpose of conducting commercial banking business; or (c) a day on which the principal office of the First Lien Agent or the Second Lien Agents is not open to the general public to conduct business.

"**Collateral**" shall mean all Property now owned or hereafter acquired by the Credit Parties in or upon which a Lien is granted or purported to be granted to either the First Lien Agent or the Second Lien Agents under any of the First Lien Documents or the Second Lien Documents, together with all Proceeds thereof and interests in Property as security for, respectively, the First Lien Obligations or the Second Lien Obligations.

"**Credit Documents**" shall mean, collectively, the First Lien Documents and the Second Lien Documents.

"**Creditors**" shall mean, collectively, the First Lien Creditors and the Second Lien Creditors, and their respective successors and assigns.

"**Credit Parties**" shall mean (a) the "Loan Parties," as defined in the First Lien Loan Agreement and/or (b) the "Loan Parties," as defined in the Second Lien Loan Agreement, as the context may require.

"**Debt**" shall have the meaning assigned to term "Indebtedness" in the First Lien Loan Agreement.

"**Deposit Accounts**" shall mean all present and future "deposit accounts" (as defined in Article 9 of the UCC) of the Credit Parties.

"**Discharge of First Lien Obligations**" shall mean, as at any time, (a) the payment in full in cash of the First Lien Obligations that are then non-contingent and outstanding (other than contingent obligations not yet due and payable or with respect to which no claim has been asserted) and (b) the termination or expiration of all commitments or other obligations to make loans or extend credit to the Credit Parties under the First Lien Documents.

"**Discharge of Second Lien Obligations**" shall mean, as at any time, (i) the payment in full in cash of the Second Lien Obligations that are then non-contingent and outstanding, or (ii) the conversion of the Second Lien Obligations in full into common equity of Holdings as set forth in clause (c) of the definition of Permitted Second Lien Loan Payments.

"**Disposition**" shall mean a sale, lease, exchange, transfer or other disposition.

"**Enforcement**" shall mean, collectively or individually, with respect to the First Lien Obligations or the Second Lien Obligations, the exercise of any rights and remedies with respect to any Collateral securing such obligations or the commencement or prosecution of enforcement of any of the rights and remedies under, as applicable, the First Lien Documents or the Second Lien Documents, or applicable law, including without limitation the exercise of Secured Party Remedies, any rights of set-off or recoupment, any action to foreclose on the Lien of such Person in any Collateral, or the exercise of any rights or remedies of a secured creditor with respect to the Collateral under the UCC of any applicable jurisdiction or under the Bankruptcy Code.

"**Equity Interests**" shall mean the interests (whether certificated or uncertificated) of any (a) shareholder in a corporation, (b) partner in a partnership (whether general, limited, limited liability, or joint venture), (c) member in a limited liability company, or (d) other Person having any other form of equity security or ownership interest.

"**Equity Issuance**" shall mean either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Holdings of any cash capital contributions.

"**Excess First Lien Obligations**" means the First Lien Obligations in excess of the First Lien Cap.

"**Existing First Lien Loan Agreement**" shall have the meaning set forth in the recitals of this Agreement.

"**Existing Second Lien Loan Agreement**" shall have the meaning set forth in the recitals of this Agreement.

"**First Lien Agent**" shall have the meaning set forth in the introductory paragraph of this Agreement, and its successors and assigns as well as any Person designated as the "Agent" under the First Lien Loan Agreement.

"**First Lien Borrowers**" means AN Global, LLC and each other party that executes a joinder to the First Lien Loan Agreement as a borrower pursuant to Section 7.01(b) of the First Lien Loan Agreement or otherwise.

"**First Lien Cap**" means the sum of

(a) (i) an aggregate principal amount of $69,600,000[1] minus (ii) any principal payments and prepayments of First Lien Term Loans and permanent revolving commitment reductions under the First Lien Documents (other than the termination of such revolving loan commitments in connection with a Refinancing thereof), plus

(b) accrued but unpaid interest, commitment, facility, utilization, and other analogous fees and, if applicable, prepayment premiums on the First Lien Obligations referred to in clause (a) above, plus

(c) all fees, expenses, premium (if any), reimbursement obligations, and other amounts of a type not referred to in clause (a) or (b) above payable in respect of the amounts referred to in clauses (a) or (b) above.

For purposes of this definition, all payments of First Lien Obligations will be deemed to be applied first to reduce the First Lien Obligations referred to in clause (a)(1) above and thereafter to reduce any Excess First Lien Obligations.

"**First Lien Collateral**" shall mean the Collateral in which First Lien Agent has a Lien.

"**First Lien Creditors**" shall mean the First Lien Agent, the First Lien Lenders and any Person that from time to time holds any of the First Lien Obligations.

"**First Lien Default**" shall mean an "Event of Default", as defined in the First Lien Loan Agreement.

"**First Lien DIP Financing**" shall have the meaning set forth in **Section 6.2(a)**.

"**First Lien Documents**" shall mean (a) the First Lien Loan Agreement, and (b) all other documents pursuant to which any Credit Party or any other Person grants to the First Lien Agent or any First Lien Creditor a Lien on any Collateral, including, without limitation, all "Loan Documents" (as defined in the First Lien Loan Agreement), each as from time to time in effect and as the same may be amended, supplemented, modified, replaced or restated from time to time consistent with the terms hereof.

"**First Lien Lenders**" shall mean, collectively, all "Lenders," as defined in the First Lien Loan Agreement, and shall include all Affiliates of any such "Lender" or of the First Lien Agent

[1] NTD: Equal to a 20% cushion on total of $55MM of TL and $3MM of revolver.

to which any First Lien Obligation is owed, and all successors, assigns, transferees and replacements thereof, as well as any Person designated as a "Lender" under the First Lien Loan Agreement.

"**First Lien Leverage Ratio**" shall have the meaning set forth in the First Lien Loan Agreement.

"**First Lien Loan Agreement**" shall mean (a) the Existing First Lien Loan Agreement, as the same may be amended, supplemented or modified from time to time consistent with the terms hereof, and (b) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any Debt or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the Debt and other obligations outstanding under the Existing First Lien Loan Agreement or any other agreement or instrument referred to in this clause (b), in each case, as the same may be amended, supplemented or modified from time to time consistent with the terms hereof, unless such agreement or instrument expressly provides that it is not intended to be and is not a First Lien Loan Agreement (as such term is used herein). Any reference to the First Lien Loan Agreement herein shall be deemed a reference to any First Lien Loan Agreement then extant.

"**First Lien Loans**" shall mean loans made to the Borrowers from time to time under the First Lien Loan Agreement.

"**First Lien Obligations**" shall mean all "Obligations", as defined in the First Lien Loan Agreement, including all principal, interest, charges, expenses, fees, attorneys' fees and other sums (including all interest, charges, expenses, fees, attorneys' fees and other sums that would accrue but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any other provision of the Bankruptcy Code) chargeable to the First Lien Borrowers or any other Credit Party by the First Lien Agent and/or any First Lien Creditor, and reimbursement, indemnity or other obligations due and payable to the First Lien Agent and/or any First Lien Creditor pursuant to the terms of the First Lien Documents. First Lien Obligations shall continue to constitute First Lien Obligations, notwithstanding the fact that such First Lien Obligations or any claim for such First Lien Obligations is subordinated, avoided or disallowed under the Bankruptcy Code, Debtor Relief Law or other applicable law. First Lien Obligations shall also include any Debt of the First Lien Borrowers and each other Credit Party incurred in connection with a Refinancing of the First Lien Obligations under the First Lien Documents to the extent permitted by **Section 5.3.**

"**First Lien Term Loans**" shall mean the "Term Loans," as defined in the First Lien Loan Agreement.

"**General Intangibles**" shall mean all of the Credit Parties' present and future "general intangibles" (as defined in Article 9 of the UCC).

"**Guarantors**" shall mean all Persons that are now or may hereafter become co-borrowers, guarantors or sureties of the First Lien Obligations or the Second Lien Obligations, whether pursuant to the First Lien Documents or the Second Lien Documents and their respective successors and assigns.

"**Holdings**" shall mean AgileThought, Inc., a Delaware corporation.

"**Inalienable Interests**" shall have the meaning set forth in **Section 2.8**.

"**including**" shall mean "including, without limitation".

"**Insolvency Proceeding**" shall mean (a) any case, action or proceeding before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors or other similar arrangement in respect of creditors generally or any substantial portion of a Person's creditors; in each case covered by clauses (a) and (b) undertaken under United States Federal, State or foreign law, including the Bankruptcy Code.

"**Intellectual Property**" shall have the meaning set forth in the First Lien Loan Agreement.

"**Inventory**" shall have the meaning set forth in the First Lien Loan Agreement.

"**Lien**" shall mean any mortgage, deed of trust, pledge, hypothecation, collateral assignment, deposit arrangement, security interest, encumbrance (including easements, rights of way and the like), lien (statutory or other), security agreement or transfer intended as security, including any conditional sale or other title retention agreement, the interest of a lessor under a capital lease or any financing lease having substantially the same economic effect as any of the foregoing. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, liens and other statutory, constitutional, or common law rights of landlords, leases and other title exceptions and encumbrances affecting Property.

"**Monetary Collateral**" shall mean any Collateral consisting of money or cash equivalents, any "security entitlement" and any "financial assets" (as such terms are defined in the UCC).

"**Net Cash Proceeds**" shall have the meaning set forth in the First Lien Loan Agreement.

"**New Agent**" shall have the meaning set forth in **Section 5.5**.

"**New Debt Notice**" shall have the meaning set forth in **Section 5.5**.

"**Permitted Second Lien Loan Payments**" shall mean:

a. non-cash interest payments upon,

(i) the Second Lien Dollar Loans of up to 11.00% per annum on the outstanding principal balance thereof pursuant to Section 4.2 of the Second Lien Loan Agreement; and

(ii) the Second Lien Peso Loans of up to 17.41% per annum on the outstanding principal balance thereof pursuant to Section 4.2 of the Second Lien Loan Agreement;

b. any non-cash payment of the Second Lien Obligations that take the form of common equity of Holdings as a result of the exercise of the Second Lien Lenders' conversion rights under Article XVIII of the Second Lien Loan Agreement;

c. any payment to the Second Lien Agents solely on account of Acceptance Fee, Facility Agent Fee and Collateral Agent Fee (each as defined in the Agents Fee Letter), each made in accordance with the terms and conditions of the Agents Fee Letter and solely up to the amounts set forth in the Agents Fee Letter;

d. any reimbursement for out-of-pocket costs and expenses of the Administrative Agent and the Lenders (including Attorney Costs and Taxes (as defined in the Second Lien Loan Agreement)) in connection with the preparation, execution, delivery and administration (including perfection and protection of any Collateral) of the Second Lien Documents, in an aggregate amount not to exceed $100,000 in any fiscal year;

e. any payment in respect of the indemnification obligations of the Second Lien Borrowers under Section 15.17 of the Second Lien Loan Agreement;

f. so long as (i) no First Lien Default has occurred or is continuing and (ii) the First Lien Leverage Ratio of Holdings and its Subsidiaries immediately prior to and after giving effect to such payment, prepayment, repayment, repurchase or redemption on a pro forma basis does not exceed 2.50 to 1.00, the Existing Second Lien Loan Agreement (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Loan Agreement) in an aggregate amount not to exceed the aggregate amount outstanding under the Existing Second Lien Loan Agreement on the date hereof; and

g. so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, the Existing Second Lien Loan Agreement, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii) of the Existing First Lien Loan Agreement).

All references to the Second Lien Loan Agreement and First Lien Loan Agreement in this definition shall be references to such agreements as in effect on the date hereof.

"**Person**" shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture, a limited liability company, a limited liability partnership or other entity, or a government or any agency, instrumentality or political subdivision thereof.

"**Pledged Collateral**" shall have the meaning set forth in **Section 5.4(a)**.

"**Proceeds**" shall mean (a) all "proceeds," as defined in Article 9 of the UCC, with respect to the Collateral, and (b) whatever is recoverable or recovered when any Collateral is sold, exchanged, collected or disposed of, whether voluntarily or involuntarily.

"**Property**" shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"**Real Estate**" shall mean all fee simple or leasehold interests of the Credit Parties in real property.

"**Recovery**" shall have the meaning set forth in **Section 6.4**.

"**Refinance**" shall mean, in respect of any Debt, to refinance, extend, renew, defease, restructure, replace, refund or repay, or to issue other Debt, in exchange or replacement for, such Debt, in any case in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"**Second Lien Agents**" shall have the meaning set forth in the introductory paragraph of this Agreement, and their respective successors and assigns as well as any Person designated as the "Agent" or the "Collateral Agent" under the Second Lien Loan Agreement.

"**Second Lien Agents Fee Letter**" has the meaning ascribed to the term "Agents Fee Letter" in the Second Lien Loan Agreement (as in effect on the date hereof), without giving effect to any modification to such fee letter without the consent of the First Lien Agent.

"**Second Lien Collateral**" shall mean the Collateral in which any Second Lien Agent has a Lien.

"**Second Lien Creditors**" shall mean the Second Lien Agents, the Second Lien Lenders, and any Person that from time to time holds any of the Second Lien Obligations.

"**Second Lien Borrowers**" means AN Global Inc. and AN Extend, S.A. de C.V.

"**Second Lien Documents**" shall mean (a) the Second Lien Loan Agreement, and (b) all other documents pursuant to which any Credit Party or any other Person grants to any Second Lien Agent or any Second Lien Creditor a Lien on any Collateral, including, without limitation, all "Loan Documents" (as defined in the Existing Second Lien Loan Agreement), each as from time to time in effect and as the same may be amended, supplemented, modified, replaced or restated from time to time consistent with the terms hereof.

"**Second Lien Dollar Loans**" shall mean the dollar loans made to the Second Lien Borrowers from time to time under the Second Lien Loan Agreement.

"**Second Lien Lenders**" shall mean, collectively, all "Lenders" (as defined in the Existing Second Lien Loan Agreement), and shall include all Affiliates of any such "Lender" or of any Second Lien Agent to which any Second Lien Obligation is owed, and all successors, permitted assigns, permitted transferees and replacements thereof, as well as any other Person designated as a "Lender" under the Second Lien Loan Agreement.

"**Second Lien Loan Agreement**" shall mean (a) the Existing Second Lien Loan Agreement, as the same may be amended, supplemented or modified from time to time consistent with the terms hereof, and (b) any other credit agreement, loan agreement, note agreement,

promissory note, indenture or other agreement or instrument evidencing or governing the terms of any Debt or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the Debt and other obligations outstanding under the Existing Second Lien Loan Agreement or any other agreement or instrument referred to in this clause (b), in each case, as the same may be amended, supplemented or modified from time to time consistent with the terms hereof, unless such agreement or instrument expressly provides that it is not intended to be and is not a Second Lien Loan Agreement (as such term is used herein). Any reference to the Second Lien Loan Agreement herein shall be deemed a reference to any Second Lien Loan Agreement then extant.

"**Second Lien Loans**" shall mean the Second Lien Dollar Loans and the Second Lien Peso Loans.

"**Second Lien Obligations**" shall mean all "Obligations", as defined in the Second Lien Loan Agreement, including all principal, interest, charges, expenses, fees, attorneys' fees and other sums (including all interest, charges, expenses, fees, attorneys' fees and other sums that would accrue but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any other provision of the Bankruptcy Code) chargeable to the Second Lien Borrowers or any other Credit Party by the Second Lien Agents and/or any Second Lien Creditor, and reimbursement, indemnity or other obligations due and payable to the Second Lien Agents and/or any Second Lien Creditor under or pursuant to the terms of the Second Lien Documents. Second Lien Obligations shall continue to constitute Second Lien Obligations, notwithstanding the fact that such Second Lien Obligations or any claim for such Second Lien Obligations is subordinated, avoided or disallowed under the Bankruptcy Code or other applicable law. Second Lien Obligations shall also include any Debt of the Second Liens Borrowers and each other Credit Party incurred in connection with a Refinancing of the Second Lien Obligations under the Second Lien Documents to the extent permitted by **Section 5.3.**

"**Second Lien Peso Loans**" shall mean the peso loans made to the Second Lien Borrowers from time to time under the Second Lien Loan Agreement.

"**Secured Party Remedies**" shall mean any action which results in the sale, foreclosure, realization upon, or a liquidation of any of the Collateral including the exercise of any of the rights or remedies of a "secured party" under Article 9 of the UCC, such as, without limitation, the notification of account debtors.

"**Securities Accounts**" shall mean all present and future "securities accounts" (as defined in Article 8 of the UCC) of the Credit Parties, including all monies, "uncertificated securities," and "securities entitlements" (as defined in Article 8 of the UCC) contained therein.

"**Subsidiary**" shall mean, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or

controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"**UCC**" shall mean the Uniform Commercial Code as may, from time to time, be in effect in the State of New York; provided that to the extent the Uniform Commercial Code is used to define any term in any security document and such term is defined differently in differing Articles of the Uniform Commercial Code, the definition of such term contained in Article 9 shall govern; provided, further, that in the event that, by reason of mandatory provisions of law, any or all of the perfection, publication or priority of, or remedies with respect to, Liens of the First Lien Agent or the Second Lien Agents is governed by the Uniform Commercial Code or foreign personal property security laws as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" will mean the Uniform Commercial Code or such foreign personal property security laws as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such perfection, publication, priority or remedies and for purposes of definitions related to such provisions.

1.2. Certain Matters of Construction. The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. Except as expressly set forth herein, all references to any instruments or agreements, including references to any of the Credit Documents shall include any and all amendments, restatements, amendments and restatements, modifications, supplements, or waivers thereto and any and all Refinancings thereof. Any reference herein to any Person shall be construed to include such Person's successors and assigns. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined.

2. Lien Priority.

2.1. Acknowledgment of Lien. Each Creditor hereby agrees and acknowledges that the First Lien Agent, for the benefit of itself and the First Lien Creditors, and the Second Lien Agents, for their own benefit and the benefit of the Second Lien Creditors, have been granted a Lien upon the Collateral and hereby consents thereto. The subordination of Liens by the Second Lien Agents in favor of the First Lien Agent as set forth herein shall not be deemed to subordinate the Second Lien Agents' Liens to the Liens of any other Person.

2.2. Priority. Notwithstanding (a) the date, order, time, method or manner of grant, attachment or perfection, or the date, order, time, method or manner of filing or recordation of any document or instrument, or other method of perfecting a Lien in favor of each Creditor in any Collateral (regardless of how any such Lien was acquired, whether by grant, statute, operation of law, subrogation or otherwise), or any defect or deficiency or alleged defect or deficiency in any of the foregoing (including, without limitation, any failure to perfect or record such Lien), (b) any provision of the UCC, the Bankruptcy Code or any other applicable law, (c) any provision of the First Lien Documents or the Second Lien Documents (including, without limitation, any dollar limitations on Debt set forth in the First Lien Loan Agreement or the Second Lien Loan Agreement), (d) whether the First Lien Agent or the Second Lien Agents, in each case, either

directly or through agents, holds possession of, or has control over, all or any part of the Collateral, (e) the fact that any such Liens in favor of the First Lien Creditors or the Second Lien Creditors securing any of the First Lien Obligations or Second Lien Obligations, respectively, are subordinated to any Lien securing any obligation of the Credit Parties other than the First Lien Obligations or the Second Lien Obligations, respectively, or otherwise subordinated, voided, avoided, disallowed, invalidated or lapsed, or (f) any other circumstance of any kind or nature whatsoever, the First Lien Agent, on behalf of itself and the First Lien Creditors, and the Second Lien Agents, on their own behalf and on behalf of the Second Lien Creditors, hereby agree that until Discharge of First Lien Obligations up to but not in excess of the First Lien Cap, any Lien in respect of all or any portion of the Collateral now or hereafter held by or on behalf of any First Lien Creditor or any agent or trustee therefor (including, without limitation, First Lien Agent), regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, has and shall have priority over any Lien upon the Collateral now or hereafter held by or on behalf of any Second Lien Creditor or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, and any such Liens of any Second Lien Creditor, or any agent or trustee therefor, are and shall be, in all respects, subject and subordinate to the Liens of each First Lien Creditor, and any agent or trustee therefor, therein to the full extent of the First Lien Obligations outstanding from time to time.

2.3. Prohibition on Contesting Liens. Each Second Lien Agent, for itself and on behalf of each Second Lien Creditor, agrees that it and they will not (and each hereby waives any right to) take any action to contest or assist or support any other Person in contesting, directly or indirectly, whether or not in any proceeding (including any Insolvency Proceeding), the perfection, priority, validity or enforceability of any Lien held by or on behalf of the First Lien Agent or any First Lien Creditor in the Collateral, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of the Second Lien Agents or any Second Lien Creditor to enforce this Agreement.

2.4. No Alteration of Priority. Each Second Lien Agent, on behalf of itself and each Second Lien Creditor, acknowledges and agrees that (a) a portion of the First Lien Obligations represents Debt that is revolving in nature and the First Lien Agent and the First Lien Creditors will apply payments and make advances under the First Lien Documents, (b) subject to **Section 5.3**, the amount of the First Lien Obligations that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, and the terms of the First Lien Obligations may be modified, extended or amended from time to time, and the aggregate amount of the First Lien Obligations may be increased, replaced or Refinanced, (c) all Monetary Collateral received by the First Lien Agent may be applied, reversed, reapplied, credited, or reborrowed, in whole or in part, to or in respect of the First Lien Obligations at any time, and (d) each of the foregoing actions in clauses (a), (b) and (c) may be performed without notice to or consent by any Second Lien Agent or any Second Lien Creditor and without affecting the provisions hereof. The Lien priorities provided in this **Section 2.4** shall not be altered or otherwise affected by any amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of either the First Lien Obligations or the Second Lien Obligations, or any portion thereof permitted hereby.

2.5. Perfection. Each Creditor shall be solely responsible for perfecting and maintaining the perfection of its Lien in and to each item constituting the Collateral in which such Creditor has been granted or purported to be granted a Lien. The foregoing provisions of this Agreement are intended solely to govern the respective Lien priorities as between the Creditors and shall not impose on any Creditor any obligations in respect of the disposition of proceeds of foreclosure on any Collateral which would conflict with prior perfected claims therein in favor of any other Person. The Second Lien Agents, on their own behalf and on behalf of each Second Lien Creditor, agree that as among the First Lien Agent and First Lien Creditors, and the Second Lien Agents and the Second Lien Creditors, the terms of this Agreement shall govern even if part or all of the First Lien Obligations or the Liens of the First Lien Agent securing payment and performance thereof are avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise, and notwithstanding any failure by any Creditor to perfect its interests in the Collateral.

2.6. No New Liens. So long as the Discharge of First Lien Obligations, up to but not exceeding the First Lien Cap, shall not have occurred, whether or not any Insolvency Proceeding has been commenced by or against any Credit Party, the Second Lien Agents agree that if the Second Lien Agents or any Second Lien Creditor shall acquire or hold any Lien on any assets of any Credit Party securing any Second Lien Obligations which assets are not also subject to the first-priority Lien of First Lien Agent under the First Lien Documents, then such Second Lien Creditor, upon demand by the First Lien Agent, will, without the need for any further consent of the Second Lien Agents or any other Second Lien Creditor notwithstanding anything to the contrary in any other Second Lien Document, either (i) release such Lien or (ii) take such actions as the First Lien Agent may reasonably request to cause the First Lien Agent to obtain a first-priority Lien on such assets as security for the First Lien Obligations (in which case the Second Lien Agents, for their benefit and the benefit of the Second Lien Creditors, may retain a junior Lien on such assets subject to the terms hereof). To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the Second Lien Agents or the First Lien Agent, as the case may be, each Creditor agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this **Section 2.6** shall be subject to **Section 4.1**.

2.7. Similar Liens. The parties hereto agree that it is their intention that the First Lien Collateral and the Second Lien Collateral be identical. In furtherance of the foregoing, the parties hereto agree, subject to the other provisions of this Agreement, upon request by the First Lien Agent or any Second Lien Agent, to cooperate in good faith from time to time in order to determine the specific items included in the First Lien Collateral and the Second Lien Collateral and the steps taken to perfect their respective Liens thereon and the identity of the respective parties obligated under the First Lien Documents and the Second Lien Documents.

2.8. Non-Lienable Assets. Notwithstanding anything to the contrary contained herein, if any assets, licenses, rights, or privileges of any Credit Party are incapable of being the subject of a Lien in favor of either the First Lien Agent or the Second Lien Agents (including because of restrictions under applicable law, the nature of the rights or interests of such Credit Party, or the absence of a consent to such Lien by a third party) and irrespective of whether the applicable collateral documents attempt (or purport) to encumber such assets, licenses, rights, or privileges (the "**Inalienable Interests**"), then the First Lien Agent and the Second Lien Agents agree that any distribution or recovery that the First Lien Creditors or the Second Lien Creditors may receive

with respect to, or that is allocable to, the value of any such Inalienable Interests, or any Proceeds thereof, whether received in their capacity as unsecured creditors or otherwise, shall be turned over and applied in accordance with **Section 4.1** as if such distribution or recovery were, or were on account of, Collateral or the Proceeds of Collateral. With respect to all Inalienable Interests, until the Discharge of First Lien Obligations occurs, the Second Lien Agents hereby appoint the First Lien Agent, and any officer or agent of the First Lien Agent, with full power of substitution, the attorney-in-fact of each of the Second Lien Creditors for the limited purpose of carrying out the provisions of this **Section 2.8** and taking any action and executing any instrument that the First Lien Agent may reasonably deem necessary or advisable to accomplish the purposes of this **Section 2.8**, which appointment is irrevocable and coupled with an interest. If in order to carry out the provisions of this **Section 2.8** a special power of attorney is required according to applicable law, the Second Lien Creditors and/or the Second Lien Agents, as the case may be, hereby agree to grant an irrevocable power of attorney to the First Lien Agent, using the form provided by the First Lien Agent.

2.9. Legend. The First Lien Agent agrees for itself and on behalf of the other First Lien Creditors that the Second Lien Loan Agreement shall contain substantially the following notation: "This Agreement and any lien created herein is subject to the lien priority and other provisions set forth in that certain Subordination and Intercreditor Agreement dated as of May 27, 2022 by and between Blue Torch Finance LLC, as First Lien Agent for the First Lien Creditors, and GLAS USA LLC and GLAS Americas LC, as Second Lien Agents for the Second Lien Creditors, and acknowledged by the Credit Parties signatory thereto, as amended, restated, supplemented or otherwise modified from time to time."

3. Enforcement. So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency Proceeding has been commenced by or against any Credit Party, the Second Lien Agents, for their own behalf and on behalf of the other Second Lien Creditors:

(i) will not enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff or notification of account debtors) with respect to any Collateral (including the enforcement of any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or any similar agreement or arrangement to which the Second Lien Agents or any other Second Lien Creditor is a party) or commence or join with any Person (other than the First Lien Agent with its consent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies (including any foreclosure action);

(ii) will not contest, protest or object to any foreclosure action or proceeding brought by the First Lien Agent or any other First Lien Creditor, or any other enforcement or exercise by any First Lien Creditor of any rights or remedies relating to the Collateral, so long as the Liens of the Second Lien Agents attach to the Proceeds thereof subject to the relative priorities set forth in **Section 2.1** and such actions or proceedings are being pursued in good faith;

(iii) will not object to the forbearance by the First Lien Agent or the other First Lien Creditors from commencing or pursuing any foreclosure action or

proceeding or any other enforcement or exercise of any rights or remedies with respect to any of the Collateral;

(iv) will not, except for actions otherwise permitted in accordance with **Section 6.5** but not in violation of any provision of this Agreement, during the pendency of any Insolvency Proceeding, take or receive any Collateral, or any Proceeds thereof or payment with respect thereto, in connection with the exercise of any right or remedy with respect to any Collateral;

(v) agrees that no covenant, agreement or restriction contained in any Second Lien Document shall be deemed to restrict in any way the rights and remedies of the First Lien Agent or the other First Lien Creditor with respect to the Collateral as set forth in this Agreement and the First Lien Documents;

(vi) will not object to the manner in which the First Lien Agent may seek to enforce or collect the First Lien Obligations or the Liens of the First Lien Agent on any Collateral to the extent not in violation of this Agreement, regardless of whether any action or failure to act by or on behalf of the First Lien Agent is, or could be, adverse to the interests of the Second Lien Creditors, and will not assert, and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (vi); and

(vii) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any First Lien Obligations or any Lien of the First Lien Agent or this Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Agreement;

provided, however, that Second Lien Agents, on behalf of the Second Lien Creditors, may: (A) file a claim, proof of claim or statement of interest with respect to the Second Lien Obligations, as the case may be (provided, that an Insolvency Proceeding has been commenced by or against any Credit Party); (B) take any action in order to create, perfect, preserve or protect (but not enforce) its Lien on any of the Collateral and its priority; (C) file any necessary responsive or defensive pleadings in opposition to any motion, filing, application, claim, adversary proceeding, proposal, plan of reorganization, arrangement or composition or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of any Second Lien Agent or the Second Lien Creditors, including any claims secured by the Collateral, if any, or otherwise make any agreements or file any motions, proceedings or objections pertaining to the claims of such Creditors, in each case in accordance with the terms of this Agreement; and (D) vote on any plan of reorganization, plan of arrangement or composition or proposal, file any proof of claim, make other filings and make any arguments and motions that do not, in any case, contravene the terms of this Agreement**.**

In the event any Creditor shall be required by the UCC or any other applicable law to give any notice to any other Creditor, such notice shall be given in accordance with **Section 9.7** and ten (10) days' notice shall be conclusively deemed to be commercially reasonable.

4. Payments.

4.1. Application of Proceeds. Whether or not any Insolvency Proceeding has been commenced by or against any Credit Party, all Collateral or Proceeds thereof received shall be applied (i) first, to the payment of costs and expenses of the First Lien Agent as provided for pursuant to the First Lien Documents, (ii) second, to the payment of the First Lien Obligations up to, but not in excess of, the First Lien Cap, (iii) third, to the payment of the Second Lien Obligations in accordance with the Second Lien Documents, (iv) fourth, to the payment of the Excess First Lien Obligations, (v) fifth, the balance, if any, to the Borrowers or to whosoever may be lawfully entitled to receive same or as a court of competent jurisdiction may direct.

4.2. Payments Over in Violation of Agreement. So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency Proceeding has been commenced by or against any Credit Party, any Collateral or proceeds thereof received by Second Lien Agents or any Second Lien Creditor in connection with the exercise of any right or remedy (including setoff) relating to the Collateral in contravention of this Agreement shall be segregated and held in trust and forthwith paid over to the First Lien Agent for the benefit of the First Lien Creditors in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. First Lien Agent is hereby authorized by Second Lien Agents to make any such endorsements as agent for the Second Lien Agents or any Second Lien Creditor. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

4.3. Method of Application of Payments. All payments received by the First Lien Agent or First Lien Creditors may be applied, reversed and reapplied, in whole or in part, to the First Lien Obligations to the extent provided for in the First Lien Documents. In exercising remedies, whether as a secured creditor or otherwise, the First Lien Agent shall have no obligation or liability to the Second Lien Agents or any Second Lien Creditor regarding the adequacy of any Proceeds for any action or omission, save and except solely for an action or omission that breaches the express obligations undertaken by each party under the terms of this Agreement.

4.4. Payments Under Second Lien Loan Agreement. The First Lien Agent, on behalf of the First Lien Creditors, acknowledges and agrees that the Second Lien Loan Agreement requires certain payments in respect of the Second Lien Obligations. Notwithstanding anything to the contrary contained herein, the Second Lien Agents and Second Lien Creditors may receive payment of any Second Lien Obligations as and when due and payable in accordance the Second Lien Documents, but solely so long as such payments are Permitted Second Lien Loan Payments; provided, however, that the Second Lien Agents, on behalf of the Second Lien Creditors, agree that neither the Second Lien Agents nor any Second Lien Creditor may receive any other payments (whether mandatory or voluntary) prior to Discharge of First Lien Obligations.

5. Other Agreements.

5.1. Releases.

(a) If, in connection with an Enforcement by the First Lien Agent or any other First Lien Creditor in respect of any Collateral, the First Lien Agent and/or any of the First Lien Creditors releases any of its or their Liens on any part of the Collateral, then the Liens, if any, of the Second Lien Agents and all other Second Lien Creditors on such Collateral sold or disposed of in connection with such Enforcement, shall be automatically, unconditionally and simultaneously released (excluding any Lien on any portion of the Proceeds of such Collateral remaining after the Discharge of First Lien Obligations). The Second Lien Agents, on their own behalf or on behalf of any such Second Lien Creditors, promptly shall execute and deliver to the First Lien Agent or the applicable Credit Party such termination statements, releases and other documents as the First Lien Agent or the Borrowers may request to effectively confirm such release.

(b) If, in connection with any Disposition of any Collateral permitted under the terms of the First Lien Documents (other than an Enforcement), the First Lien Agent, for itself or on behalf of any of the First Lien Creditors, releases any of its Liens on any part of the Collateral, other than in connection with the Discharge of First Lien Obligations, then the Liens, if any, of the Second Lien Agents and each other Second Lien Creditor on such Collateral shall be automatically, unconditionally and simultaneously released (excluding any Lien on any portion of the proceeds of such Collateral remaining after the Discharge of First Lien Obligations). The Second Lien Agents, for their own behalf and on behalf of any such Second Lien Creditor, as the case may be, promptly shall execute and deliver to the First Lien Agent or the applicable Credit Party such termination statements, releases and other documents as the First Lien Agent may request to effectively confirm such release.

(c) Until the Discharge of First Lien Obligations shall occur, the Second Lien Agents, for their own behalf and on behalf of the Second Lien Creditors, hereby irrevocably constitute and appoint the First Lien Agent and any officer or agent of the First Lien Agent, with full power of substitution, as their true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the First Lien Agent or such holder or in the First Lien Agent's own name, from time to time in the First Lien Agent's discretion exercised in good faith, for the purpose of carrying out the terms of this **Section 5.1**, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this **Section 5.1**, including any endorsements or other instruments of transfer or release. If in order to carry out the provisions of this **Section 5.1** a special power of attorney is required according to applicable law, the Second Lien Creditors and/or the Second Lien Agents, as the case may be, hereby agree to grant an irrevocable power of attorney to the First Lien Agent, using the form provided by the First Lien Agent.

5.2. Insurance.

(a) Unless and until the Discharge of First Lien Obligations has occurred, subject to the terms of, and the rights of the Credit Parties under, the First Lien Documents, (i) the First Lien Creditors shall have the sole and exclusive right to adjust settlement for any insurance covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting such Collateral; (ii) all proceeds of any such award (or any payments with respect to a deed in lieu of condemnation) if in respect of the Collateral and to the extent required by the First Lien Documents shall be paid to the First Lien Agent for the benefit of the First Lien Creditors pursuant to the terms of the First Lien Documents and thereafter, if the Discharge of First Lien Obligations has occurred, and subject to the rights of the Credit Parties under the Second Lien Documents, to the Second Lien Agents for the benefit of the Second Lien Creditors to the extent required under the Second Lien Documents and then, to the extent no Second Lien Obligations are outstanding, to the owner of the subject property, such other Person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct, and (iii) if the Second Lien Agents or any Second Lien Creditor shall, at any time, receive any proceeds of any such insurance or any such award or payment with respect to Collateral in contravention of this Agreement, it shall segregate and hold in trust and forthwith pay such proceeds over to the First Lien Agent in accordance with the terms of **Section 4.2**.

(b) To effectuate the foregoing, the Agents shall each receive separate lender's loss payable endorsements naming themselves as loss payee and additional insured, as their interests may appear, with respect to policies which insure Collateral hereunder.

5.3. Amendments to First Lien Documents and Second Lien Documents; Refinancing.

(a) Subject to **Sections 5.3(c)** and **5.3(d)**, the First Lien Agent and the Second Lien Agents shall each use good faith efforts to notify the other party of any written amendment or modification to the First Lien Loan Agreement or the Second Lien Loan Agreement, but the failure to do so shall not create a cause of action against the party failing to give such notice or create any claim or right on behalf of any third party.

(b) Subject to **Sections 5.3(c)**, the First Lien Documents may be amended, restated, amended and restated, supplemented or otherwise modified in accordance with their terms, and the First Lien Loan Agreement may be Refinanced, in each case, without notice to, or the consent of the Second Lien Agents or the Second Lien Creditors, all without affecting the Lien subordination or other provisions of this Agreement; provided, however, that the holders of such Refinancing debt bind themselves in a writing addressed to the Second Lien Creditors, to the terms of this Agreement.

(c) Without the consent of the Second Lien Agents, the First Lien Agent and the First Lien Creditors will not amend, restate, amend and restate, modify, supplement, or otherwise change the terms of (or Refinance) the terms of the First Lien Documents, if the effect of such amendment, restatement, amendment and restatement, modification, supplement, or change (or Refinancing) is to (i) impose any restrictions on the incurrence of Debt under the Second Lien Documents that are greater than the restrictions set forth in the Existing First Lien Loan Agreement, (ii) impose any restrictions on the payment by the

Borrowers of principal or interest in respect of the Second Lien Obligations that are greater than the restrictions set forth in the Existing First Lien Loan Agreement and this Agreement, (iii) impose any restriction on the conversion rights under Article XVIII of the Second Lien Loan Agreement, (iv) increases the aggregate principal amount of loans, letters of credit, bankers acceptances, bonds, debentures, notes, or similar instruments or other similar extensions of credit or commitments therefor beyond the First Lien Cap, (v) extends scheduled final maturity date of the First Lien Credit Agreement, or (vi) contravene the provisions of this Agreement.

(d) Without the consent of the First Lien Agent, the Second Lien Agents and the Second Lien Creditors will not amend, restate, amend and restate, modify, supplement, or otherwise change the terms of (or Refinance) the terms of the Second Lien Documents, other than any such amendment, restatement, amendment and restatement, modification, waiver, supplement or change which does not affect the interests of the First Lien Agent or the First Lien Creditors under the First Lien Documents in any respect; it being understood that any amendment, restatement, amendment and restatement, modification or supplement to (1) extend or waive the date scheduled for payment of any principal of or interest on the Second Lien Loans, (2) reduce the principal amount of any Second Lien Loans or the rate of interest thereon, (3) release any Second Lien Borrower or Guarantor from its obligations under the Second Lien Documents, (4) release all or any part of the Collateral granted under the Second Lien Documents to secure the Second Lien Obligations, and (5) waive, amend, modify or supplement any existing representation and warranty, covenant or event of default provision under the Second Lien Documents (other than this Agreement), to make such provision less restrictive to the Second Lien Borrower or Guarantor, shall not be deemed to be adverse to the interests of the First Lien Agent and the First Lien Creditors in a material respect.

5.4. Bailees for Perfection.

(a) Each Agent agrees to hold that part of the Collateral that is in its possession or control (or in the possession or control of its agents or bailees) to the extent that possession or control thereof is taken to perfect a Lien thereon (such Collateral, which shall include without limitation Deposit Accounts and Securities Accounts subject to Account Agreements, and the Collateral held in such Deposit Accounts and Securities Accounts, collectively being the "**Pledged Collateral**") (i) in the case of the First Lien Agent, for itself and as the collateral agent for the First Lien Creditors under the First Lien Documents or, in the case of the Second Lien Agents, for their benefit and as the collateral agent for the Second Lien Creditors under the Second Lien Documents, and (ii) as bailee for the benefit of or agent on behalf of the other Agent and other Creditors (such bailment and agency being intended, among other things, to satisfy the requirements of Sections 8-301(a)(2), 9-313(c), 9-104, 9-105, 9-106 and 9-107 of the UCC and to establish "control" within the meaning of Section 9-314 of the UCC) and any assignee solely for the purpose of perfecting the security interest granted under the First Lien Documents and the Second Lien Documents, respectively, subject to the terms and conditions of this **Section 5.4**.

(b) Neither Agent shall have any obligation whatsoever to the other Agent, to any First Lien Creditor, or to any Second Lien Creditor to ensure that the Pledged Collateral

is genuine or owned by the applicable Credit Party or to preserve rights or benefits of any Person except as expressly set forth in this **Section 5.4**. The duties or responsibilities of the respective Agents under this **Section 5.4** shall be limited solely to holding the Pledged Collateral as bailee and agent in accordance with this **Section 5.4** (including, without limitation, paragraph (e) below) and delivering the Pledged Collateral or proceeds thereof upon a Discharge of Second Lien Obligations or Discharge of First Lien Obligations, as the case may be, as provided in paragraph (d) below.

(c) Upon the Discharge of First Lien Obligations or the Discharge of **Section 5.4** Lien Obligations, as the case may be, the Agent under the credit facility which has been discharged shall deliver the remaining Pledged Collateral (if any) together with any necessary endorsements, first, to the other Agent to the extent the other (First Lien or Second Lien, as applicable) Obligations remain outstanding, and second, to the Borrowers to the extent no First Lien Obligations or Second Lien Obligations remain outstanding (in each case, so as to allow such Person to obtain possession or control of such Pledged Collateral). Notwithstanding anything to the contrary contained in this Agreement, any obligation of the Agent under the credit facility which has been discharged to make any delivery to the other Agent under this **Section 5.4** or **Section 5.5** is subject to (i) the order of any court of competent jurisdiction, or (ii) any automatic stay imposed in connection with any Insolvency Proceeding.

(d) Subject to the terms of this Agreement, so long as the Discharge of First Lien Obligations has not occurred, the First Lien Agent shall be entitled to deal with the Pledged Collateral or Collateral within its "control" in accordance with the terms of this Agreement and other First Lien Documents, as if the Liens of the Second Lien Agents and the Second Lien Creditors did not exist (it being understood that the First Lien Agent shall have the sole exclusive right to exercise control under Account Agreements until the Discharge of First Lien Obligations).

(e) In furtherance of this **Section 5.4**, after the Discharge of the First Lien Obligations has occurred, the First Lien Agent shall cooperate with the Second Lien Agents' efforts to obtain Account Agreements with respect to Deposit Accounts and Securities comprising the Collateral, and to the extent, but only to the extent, the First Lien Agent has the authority to do so under any applicable Account Agreement with respect to any Deposit Account or Securities Account constituting part of the Collateral, to notify the applicable depositary bank or securities intermediary under such control agreements that the relevant Second Lien Agent is the "lender representative," "notice agent" or similar party, as applicable, entitled to take action thereunder with respect to each Deposit Account or Securities Account that is subject to an Account Agreement in favor of the First Lien Agent.

(f) Except as otherwise expressly set forth in this **Section 5.4**, neither Agent acting pursuant to this **Section 5.4** shall have by reason of the First Lien Documents, the Second Lien Documents, this Agreement or any other document a fiduciary relationship in respect of the other Agent, any First Lien Creditors or any Second Lien Creditors.

5.5. When Discharge of First Lien Obligations and Discharge of Second Lien Obligations Deemed to Not Have Occurred. If concurrently with the Discharge of First Lien Obligations or the Discharge of Second Lien Obligations, the Borrowers thereafter enter into any Refinancing of any First Lien Obligation or Second Lien Obligation, as the case may be, which Refinancing is permitted hereunder and by the First Lien Documents or the Second Lien Documents (but only whichever is not being so Refinanced), then such Discharge of First Lien Obligations or the Discharge of Second Lien Obligations shall automatically be deemed not to have occurred for all purposes of this Agreement (other than with respect to any actions taken as a result of the occurrence of such Discharge of First Lien Obligations or the Discharge of Second Lien Obligations), and, from and after the date on which the New Debt Notice (as defined below) is delivered to the appropriate Agent in accordance with the next sentence, the obligations under such Refinancing shall automatically be treated as First Lien Obligations or Second Lien Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, and the First Lien Agent or the Second Lien Agent, as the case may be, under such new First Lien Documents or Second Lien Documents shall be the First Lien Agent or the Second Lien Agent for all purposes of this Agreement. Upon receipt of a notice (the "**New Debt Notice**") stating that the Borrowers and, if applicable, the other Credit Parties, have entered into new First Lien Documents or new Second Lien Documents (which notice shall include a complete copy of the relevant new documents and provide the identity of the new Agent, such agent, the "**New Agent**"), the other Agent shall promptly (a) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Borrowers or such New Agent shall reasonably request in order to provide to the New Agent the rights contemplated hereby, in each case consistent in all material respects with the then terms of this Agreement and (b) deliver to the New Agent any Pledged Collateral held by it together with any necessary endorsements (or otherwise allow the New Agent to obtain control of such Pledged Collateral). The New Agent shall agree in a writing addressed to the other Agent and the First Lien Creditors or the Second Lien Creditors, as the case may be, to be bound by the terms of this Agreement.

6. Insolvency Proceedings.

6.1. Filing Motions. Each Second Lien Agent agrees for itself and on behalf of the other Second Lien Creditor that, until the Discharge of First Lien Obligations has occurred, no Second Lien Creditor shall, in or in connection with any Insolvency Proceeding, take any action or support any other Person in taking any action with respect to the Collateral or the validity or enforceability of any of the First Lien Documents or any of the First Lien Obligations thereunder, including by filing any pleadings or motions or taking any position at any hearing or proceeding of any nature, that (i) violates, or is prohibited by, this **Section 6** (or would, in the absence of an Insolvency Proceeding, otherwise violate or be prohibited by this Agreement), (ii) asserts any right, benefit or privilege that arises in favor of the Second Lien Agents or Second Lien Creditors, in whole or in part, as a result of their interest in the Collateral or from any Lien of Second Lien Agents on the Collateral (unless the assertion of such right is expressly permitted by this Agreement) or (iii) relates in any way to the determination of any Liens or claims held by the First Lien Agent (including the validity and enforceability thereof) or any other First Lien Creditor or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise**.**

6.2. DIP Financing.

(a) If any First Lien Borrower or any other Credit Party shall be subject to any Insolvency Proceeding at any time prior to the Discharge of First Lien Obligations, and the First Lien Agent or the First Lien Lenders shall seek to provide any First Lien Borrower or any other Credit Party with, or consent to a third party providing, any financing under Section 364 of the Bankruptcy Code or consent to any order for the use of cash collateral under Section 363 of the Bankruptcy Code or any similar provision of any foreign Insolvency Proceeding or under a court order in respect of measures granted with similar effect under any Insolvency Proceeding (each, a "**First Lien DIP Financing**") constituting Collateral with such First Lien DIP Financing to be secured by all or any portion of the Collateral (including assets that, but for the application of Section 552 of the Bankruptcy Code or any similar provision of any foreign Insolvency Proceeding would be Collateral), then the Second Lien Agents, on their own behalf and on behalf of the Second Lien Creditors, agree that they will raise no objection and will not support any objection to such First Lien DIP Financing or use of cash collateral or to the Liens securing the same on the grounds of a failure to provide "adequate protection" for the Liens of the Second Lien Agents and Second Lien Creditors securing the Second Lien Obligations or on any other grounds (and without the consent of the First Lien Agent will not request any adequate protection solely as a result of such First Lien DIP Financing or use of cash collateral that is Collateral) except that if the First Lien Agent is granted Liens on additional collateral as adequate protection with respect to Collateral, the Second Lien Agents may request second priority Liens to those of the First Lien Agent on the same additional collateral as adequate protection of its interests in the Collateral**.**

(b) All Liens granted to the First Lien Agent in any Insolvency Proceeding, whether as adequate protection or otherwise, are intended by the parties to be and shall be deemed to be subject to the lien priorities described in **Section 2** of this Agreement and the other terms and conditions of this Agreement.

6.3. Adequate Protection. Each Second Lien Agent, on behalf of itself and the Second Lien Creditors, agrees that none of them shall contest (or support any other Person contesting):

(i) any request by the First Lien Agent or the First Lien Creditors for adequate protection with respect to the Collateral; or

(ii) any objection by the First Lien Agent or the First Lien Creditors to any motion, relief, action or proceeding based on the First Lien Agent or the First Lien Creditors claiming a lack of adequate protection with respect to the Collateral.

6.4. Avoidance Issues. If any First Lien Creditor is required in any Insolvency Proceeding or otherwise to turn over or otherwise pay to the estate of a Credit Party any amount paid in respect of the First Lien Obligations, as the case may be (a "**Recovery**"), then such First Lien Creditor shall be entitled to a reinstatement of the First Lien Obligations, as the case may be, with respect to all such recovered amounts. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. The Second Lien Creditors agree that none of them shall be entitled to benefit from any avoidance action affecting or otherwise relating to any

distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over by the Second Lien Creditors for application in accordance with the priorities set forth in this Agreement.

6.5. Reorganization Securities. If, in any Insolvency Proceeding, Debt obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor are distributed pursuant to a plan of reorganization or similar dispositive restructuring plan, both on account of First Lien Obligations and on account of Second Lien Obligations, then, to the extent the debt obligations distributed on account of the First Lien Obligations and on account of the Second Lien Obligations are secured by Liens upon the same property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Debt obligations so distributed, to the Liens securing such Debt obligations and the distribution of proceeds thereof.

6.6. Post-Petition Interest Neither the Second Lien Agents nor any other Second Lien Creditor shall oppose or seek to challenge any claim by the First Lien Agent or any First Lien Creditor for allowance in any Insolvency Proceeding of First Lien Obligations consisting of post-petition interest, fees or expenses to the extent of the value of the Lien securing any First Lien Creditor's claim, without regard to and ignoring the existence of the Lien of the Second Lien Agents on behalf of the Second Lien Creditors on the Collateral and the Second Lien Obligations.

6.7. Waiver. Until the Discharge of First Lien Obligations has occurred, the Second Lien Agents, for their own behalf and on behalf of the Second Lien Creditors, agree that none of them (i) will assert or enforce any claim under Section 506(c) of the Bankruptcy Code (or any successor provision) senior to or on a parity with the First Lien Agent's Liens on any Collateral for costs or expenses of preserving or disposing of any Collateral and (ii) waives any claim it may now or hereafter have arising out of the election by any First Lien Creditor of the application of Section 1111(b)(2) of the Bankruptcy Code (or any successor provision) with respect to any Collateral.

6.8. Separate Grants of Security and Separate Classification. The First Lien Agent, for itself and on behalf of the First Lien Creditors, and the Second Lien Agents, for their own behalf and on behalf of the Second Lien Creditors, acknowledge and intend that the grants of Liens pursuant to the Second Lien Documents and the First Lien Documents constitute two separate and distinct grants of Liens, and because of, among other things, their differing rights in the Collateral, the First Lien Obligations are fundamentally different from the Second Lien Obligations and must be separately classified in any plan of reorganization proposed or adopted in an Insolvency Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the First Lien Creditors and the Second Lien Creditors in respect of the Collateral constitute claims in the same class (rather than separate classes of senior and junior secured claims), then the First Lien Creditors and the Second Lien Creditors hereby acknowledge and agree that all distributions shall be made as if there were separate classes of First Lien Obligations and Second Lien Obligations against the Credit Parties with the effect being that, to the extent that the aggregate value of the Collateral is, the First Lien Creditors shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest, fees or expenses that is

available from the Collateral for the First Lien Creditors, with such other Second Lien Creditors hereby acknowledging and agreeing to turn over to the First Lien Creditors amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the aggregate recoveries.

6.9. Asset Dispositions in an Insolvency Proceeding. Until Discharge of First Lien Obligations, neither the Second Lien Agents nor any other Second Lien Creditor shall, in any Insolvency Proceeding or otherwise, oppose any Disposition of any Collateral that is supported by the First Lien Creditors (or any portion of the process related thereto), and the Second Lien Agents and each other Second Lien Creditor will be deemed to have consented under Section 363 of the Bankruptcy Code (and otherwise) to any sale of any Collateral supported by the First Lien Creditors and to have released their Liens on such assets; provided that to the extent the proceeds of such Collateral are not applied to reduce First Lien Obligations pursuant to and in accordance with **Section 4**, the Second Lien Agents shall retain a Lien on such proceeds in accordance with the terms of this Agreement.

6.10. Enforceability. This Agreement shall be applicable both before and after the commencement of any Insolvency Proceeding and all converted or succeeding cases in respect thereof, the relative rights of Creditors in or to any distributions from or in respect of any Collateral or Proceeds of Collateral shall continue after the commencement of any Insolvency Proceeding. Accordingly, the provisions of this Agreement (including, without limitation, **Section 6.8** hereof), are intended to be and shall be enforceable under Section 510(a) of the Bankruptcy Code.

6.11. Relief from Automatic Stay. Until the Discharge of First Lien Obligations, the Second Lien Agents agree, for their own behalf and on behalf of the other Second Lien Creditors, that none of them will seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof (including opposing any request by any First Lien Creditor to seek relief from the automatic stay), in each case in respect of any Collateral, without the prior written consent of the First Lien Agent.

6.12. Other Matters. To the extent that the Second Lien Agents or any Second Lien Creditor has or acquires rights under Section 362, Section 363 or Section 364 of the Bankruptcy Code with respect to any of the Collateral, the Second Lien Agents agree, for their own behalf and on behalf of the other Second Lien Creditors not to assert any of such rights without the prior written consent of the First Lien Agent; provided that if requested by the First Lien Agent, the Second Lien Agents shall timely exercise such rights in the manner requested by the First Lien Agent, including any rights to payments in respect of such rights.

7. Reliance; Waivers, Etc.

7.1. Reliance. Other than reliance on the terms of this Agreement, each Second Lien Agent, on behalf of itself and the Second Lien Creditors, acknowledges that it and such Second Lien Creditors have, independently and without reliance on the First Lien Agent or any First Lien Creditors, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into each of the Second Lien Documents and be bound by the terms of this Agreement, and they will continue to make their own credit decision in taking or not taking any action under the Second Lien Documents or this Agreement..

7.2. No Warranties or Liability. The Second Lien Agents, on their own behalf and on behalf of the Second Lien Creditors, acknowledge and agree that each of the First Lien Agent and the First Lien Creditors have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the First Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided in this Agreement, the First Lien Agent and the First Lien Creditors will be entitled to manage and supervise their respective loans and extensions of credit under the First Lien Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate. The First Lien Agent and the First Lien Creditors shall have no duty to the Second Lien Agents or any of the Second Lien Creditors to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements of any Credit Party (including the First Lien Documents and the Second Lien Documents), regardless of any knowledge thereof which they may have or be charged with.

7.3. No Waiver of Lien Priorities.

(a) No right of the First Lien Agent or the First Lien Creditors to enforce any provision of this Agreement or any First Lien Document shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Credit Party or by any act or failure to act by the First Lien Agent or any First Lien Creditor or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement or any of the First Lien Documents, regardless of any knowledge thereof which the First Lien Agent or the First Lien Creditors, or any of them, may have or be otherwise charged with.

(b) Without in any way limiting the generality of the foregoing paragraph (but subject in all cases to the provisions of **Section 5.3**), the First Lien Agent and the First Lien Creditors may, at any time and from time to time in accordance with the First Lien Documents and applicable law, without the consent of, or notice to, the Second Lien Agents or the Second Lien Creditors, without incurring any liabilities to such Persons and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy is affected, impaired or extinguished thereby) do any one or more of the following:

(i) change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the First Lien Obligations, as applicable or any Lien or guaranty thereof or any liability of any Credit Party, or any liability incurred directly or indirectly in respect thereof (including any increase in or extension of the applicable obligations, without any restriction as to the tenor or terms of any such increase or extension) or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by the First Lien Agent or any rights or remedies under any of the First Lien Documents;

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Collateral (except to the

extent provided in this Agreement) or any liability of any Credit Party or any liability incurred directly or indirectly in respect thereof;

(iii) settle or compromise any obligation or any other liability of any Credit Party or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability in any manner or order that is not inconsistent with the terms of this Agreement; and

(iv) exercise or delay in or refrain from exercising any right or remedy against any security or any Credit Party or any other Person, elect any remedy and otherwise deal freely with the Credit Parties.

7.4. Obligations Unconditional. All rights, interests, agreements and obligations of the First Lien Agent and the First Lien Creditors and the Second Lien Agents and the Second Lien Creditors, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any First Lien Documents or any Second Lien Documents;

(b) except, in each case, as otherwise expressly set forth in this Agreement, any change in the time, manner or place of payment of, or in any other terms of, all or any of the First Lien Obligations or Second Lien Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any First Lien Document or any Second Lien Document;

(c) except as otherwise expressly set forth in this Agreement, any exchange of any security interest in any Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the First Lien Obligations or Second Lien Obligations or any guaranty thereof;

(d) the commencement of any Insolvency Proceeding in respect of any Credit Party; or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, (i) any Credit Party in respect of the First Lien Agent, the First Lien Obligations, any First Lien Creditor, the Second Lien Agents, the Second Lien Obligations, or any Second Lien Creditor, or (ii) any First Lien Creditor in respect of this Agreement, or (iii) any Second Lien Creditor in respect of this Agreement.

8. [Reserved].

9. Miscellaneous.

9.1. Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any First Lien Document or any Second Lien Document, the provisions of

this Agreement shall govern and control as between the First Lien Creditors and the Second Lien Creditors.

9.2. Effectiveness; Continuing Nature of this Agreement. This Agreement shall become effective when executed and delivered by the parties hereto. This is a continuing agreement of Lien subordination and the First Lien Creditors and the Second Lien Creditors may continue, at any time and without notice to the other Agent, to extend credit and other financial accommodations and lend monies to or for the benefit of the Borrowers in reliance hereon. Each of the Agents, on behalf of itself and the First Lien Creditors or the Second Lien Creditors, as the case may be, hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency Proceeding. All references to a Credit Party shall include such Credit Party as debtor and debtor-in-possession and any receiver or trustee for such Credit Party (as the case may be) in any Insolvency Proceeding.

9.3. Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Agreement by the First Lien Agent or the Second Lien Agents shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. Notwithstanding the foregoing, the Borrowers shall have no right to consent to or approve any amendment, modification or waiver of any provision of this Agreement.

9.4. Information Concerning Financial Condition of the Credit Parties. The Second Lien Creditors shall be responsible for keeping themselves informed of (a) the financial condition of the Credit Parties and all endorsers and/or guarantors and of the Second Lien Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the Second Lien Obligations. Neither the First Lien Agent and the First Lien Creditors shall have any duty to advise the other of information known to it or them regarding such condition or any such circumstances or otherwise. In the event that either the First Lien Agent or any of the First Lien Creditors undertakes at any time or from time to time to provide any such information to any of the others, it or they shall be under no obligation:

(a) to make, and shall not make, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided;

(b) to provide any additional information or to provide any such information on any subsequent occasion;

(c) to undertake any investigation; or

(d) to disclose any information, which pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

9.5. Subrogation. With respect to the value of any payments or distributions in cash, property or other assets that any of the Second Lien Creditors or the Second Lien Agents actually pays over to the First Lien Agent or the First Lien Creditors under the terms of this Agreement, the Second Lien Creditors and the Second Lien Agents shall be subrogated to the rights of the First Lien Agent and the First Lien Creditors; provided, however, that the Second Lien Agents, on their own behalf and on behalf of the Second Lien Creditors, hereby agree not to assert or enforce all such rights of subrogation they may acquire as a result of any payment hereunder until the Discharge of First Lien Obligations has occurred. The First Lien Creditors acknowledge and agree that, to the extent permitted by applicable law, the value of any payments or distributions in cash, property or other assets received by the Second Lien Agents or the Second Lien Creditors that are paid over to the First Lien Agent or the First Lien Creditors pursuant to this Agreement shall not reduce any of the Second Lien Obligations. Notwithstanding the foregoing provisions of this **Section 9.5**, neither the Second Lien Agents nor any of the Second Lien Creditors shall have any claim against any of the First Lien Agent or the First Lien Creditors for any impairment of any subrogation rights herein granted to the Second Lien Creditors.

9.6. VENUE; JURY TRIAL WAIVER.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OF NEW YORK, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY CREDITOR MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, ANY FIRST LIEN DOCUMENTS, OR ANY SECOND LIEN DOCUMENTS AGAINST ANY CREDIT PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) **EACH PARTY HERETO HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY HERETO REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS**

FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, IN ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 9.7**. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

9.7. Notices.

(a) Subject to **Section 9.7(c)** below, all notices and other communications provided for herein shall be in writing and shall be delivered either by hand, by overnight courier service, by certified or registered mail, by telefacsimile or by e-mail (in portable document format ("**pdf**") or tagged image file format ("**tif**")) as follows:

(i) if to any Credit Party, to it at:

c/o IT Global Holding LLC
417 E Carmel St., Ste 200
San Marcos, CA 92078
Attention: Carolyne Cesar; Jorge Pliego
Telephone No.: (760) 410-1214
Facsimile No.: (760) 437-3515
Email: ccesar@nasoftusa.com;
jorge.pliego@anglobal.com

with a copy to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, New York, 10019
Attention: David K. Duffee
Telephone No.: (212) 506-2630
Facsimile No.: (212) 849 5630

Email: dduffee@mayerbrown.com

(ii) if to Blue Torch in its capacity as the First Lien Agent hereunder, to it at:

Blue Torch Finance LLC
c/o Blue Torch Capital LP
150 East 58th Street, 18th Floor
New York, New York 10155
Email: BlueTorchAgency@alterdomus.com

with a copy to:

SEI – Blue Torch Capital Loan Ops
1 Freedom Valley Drive
Oaks, Pennsylvania 19456
Telecopier: (469) 709-1839
Email: bluetorch.loanops@seic.com

in each case, with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Leonard Klingbaum and Nell Ethridge
Telephone: 212-596-9747
Email: leonard.klingbaum@ropesgray.com;
nell.ethridge@ropesgray.com
Telecopier: 646-728-2694

(iii) if to the Second Lien Agents:

GLAS USA LLC or GLAS AMERICAS LLC
3 Second Street, Suite 206
Jersey City, NJ 07311
Attention: Administrator for AN Global Inc.
Telephone No.: (201) 839-2200
Facsimile No.: (212) 202-6246
Email: ClientServices.Americas@glas.agency

(b) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with **Section 9.7(a)** above.

(c) All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given (i) in the case of notices and other communications delivered by hand or overnight courier

service, upon actual receipt thereof, (ii) in the case of notices and other communications delivered by certified or registered mail, upon the earlier of actual delivery and the third Business Day after the date deposited in the U.S. mail with postage prepaid and properly addressed, provided, that no notice or communication to Blue Torch in its capacity as the First Lien Agent or to the Second Lien Agents shall be effective until actually received by Blue Torch or the Second Lien Agents, as applicable, (iii) in the case of notices and other communications delivered by telefacsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the telefacsimile was sent indicating that the telefacsimile was sent in its entirety to the recipient's telefacsimile number and (iv) in the case of notices and other communications delivered by e-mail, upon receipt by the sender of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, a return e-mail or other written acknowledgement), provided, that no notice or communication to Blue Torch in its capacity as the First Lien Agent or to the Second Lien Agents shall be effective until receipt by the sender of written confirmation of receipt affirmatively initiated by Blue Torch or the Second Lien Agents, as applicable, and further provided, in each case, that if a notice or other communication would be deemed to have been given in accordance with the foregoing at any time other than during the recipient's normal business hours on a Business Day for such recipient, such notice or other communication shall be deemed given on the next succeeding Business Day for such recipient.

(d) The First Lien Agent, the Second Lien Agents, and each Credit Party acknowledges and agrees that the use of electronic transmission in general, and e-mail in particular, is not necessarily secure and that there are risks associated with the use thereof, including risks of interception, disclosure and abuse, and each indicates it assumes and accepts such risks by hereby authorizing the use of electronic transmission.

9.8. Further Assurances. The First Lien Agent, on behalf of itself and the First Lien Creditors under the First Lien Documents, and the Second Lien Agents, on their own behalf and on behalf of the Second Lien Creditors under the Second Lien Documents, agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the First Lien Agent or the Second Lien Agents may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

9.9. APPLICABLE LAW. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK**.

9.10. Specific Performance. Each of the First Lien Agent and the Second Lien Agents may demand specific performance of this Agreement. The First Lien Agent, on behalf of itself and the First Lien Creditors, and the Second Lien Agents, on their own behalf and on behalf of the Second Lien Creditors, hereby irrevocably waive any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the First Lien Agent or the First Lien Creditors or the Second Lien Agents or the Second Lien Creditors, as the case may be.

9.11. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

9.12. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

9.13. Authorization. By its signature, each party hereto represents and warrants to the other parties hereto that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement. Each Agent represents and warrants to the other parties hereto that each has been duly appointed as such by the First Lien Creditors and the Second Lien Creditors, as applicable, and that each has full authority to, and by its execution and delivery of this Agreement will, bind the First Lien Creditors and the Second Lien Creditors, as applicable, as if each were a signatory hereto.

9.14. Successors and Assigns; No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and its respective successors and assigns and shall inure to the benefit of each of the Agents, the First Lien Creditors and the Second Lien Creditors. Nothing in this Agreement shall impair, as between any Credit Party and the First Lien Agent and the Second Lien Creditors, or as between any Credit Party and the First Lien Agent and the Second Lien Creditors, the obligations of such Credit Party to pay principal, interest, fees and other amounts as provided in the First Lien Documents and the Second Lien Documents, respectively.

9.15. Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the Second Lien Agents and the Second Lien Creditors on the one hand and the First Lien Agent and the First Lien Creditors on the other hand. Neither Credit Party nor any other creditor thereof shall have any rights hereunder (except as expressly set forth in **Section 9.14**), and no Credit Party may rely on the terms hereof (except as expressly set forth in **Section 9.14**). Nothing in this Agreement is intended to or shall impair the obligations of the Credit Parties, which are absolute and unconditional, to pay the First Lien Obligations and the Second Lien Obligations (as permitted hereunder) as and when the same shall become due and payable in accordance with their terms.

9.16. UCC Section 9-611 Notice and Waiver of Marshaling. Each Creditor acknowledges that this Agreement shall constitute notice of the respective interests of the Creditors in the Collateral as provided by Section 9-611 of the UCC as enacted in the applicable jurisdiction and each hereby waive any right to compel any marshaling of any of the Collateral or to resort to Collateral in any particular order or manner, whether provided by common law or statute, provided that neither this **Section 9.16** nor Section 9-611 of the UCC shall override any specific provision of this Agreement.

9.17. Survival of Rights. The right of any Creditor to enforce the provisions of this Agreement shall not be prejudiced or impaired by any act or omitted act of any Credit Party or any other Creditor including forbearance, waiver, consent, compromise, amendment, extension,

renewal, or taking or release of security in respect of any First Lien Obligations in the case of the First Lien Agent, or any Second Lien Obligations in the case of the Second Lien Agents, or noncompliance by any Credit Party with such provisions, regardless of the actual or imputed knowledge of any Creditor.

9.18. Receipt of Agreements. The First Lien Agent hereby acknowledges that it has delivered to the Second Lien Agents a correct and complete copy of the First Lien Documents as in effect on the date hereof. The Second Lien Agents hereby acknowledge that they have delivered to the First Lien Agent a correct and complete copy of the Second Lien Documents as in effect on the date hereof.

9.19. Termination. This Agreement is a continuing agreement, and, unless all of the Creditors have specifically consented in writing to its earlier termination, this Agreement shall remain in full force and effect in all respects until the earlier of (a) such time as the Discharge of First Lien Obligations has occurred, or (b) such time as the Discharge of Second Lien Obligations has occurred in a manner permitted under this Agreement, but shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any amount paid by or on behalf of any Credit Party with regard to the First Lien Obligations and/or the Second Lien Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of such Credit Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee, custodian, or similar officer, for such Credit Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

9.20. Severability of Provisions. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. Should any part of this Agreement be held invalid or unenforceable in any jurisdiction, the invalid or unenforceable portion or portions shall be removed (and no more) only in that jurisdiction, and the remainder shall be enforced as fully as possible (removing the minimum amount possible) in that jurisdiction. In lieu of such invalid or unenforceable provision, the parties hereto will negotiate in good faith to add automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

9.21. Complete Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete statement of the terms and conditions of their agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first written above.

BLUE TORCH FINANCE LLC,
as First Lien Agent

By: Blue Torch Capital LP, its managing member

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first written above.

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____

Name: Yana Kislenko
Title: Vice President

ACKNOWLEDGMENT

The undersigned hereby acknowledge and consent to the foregoing Intercreditor Agreement, dated as of May 27, 2022 (the "**Intercreditor Agreement**"), by and between **BLUE TORCH FINANCE LLC**, as agent for the First Lien Creditors and **GLAS USA LLC** and **GLAS AMERICAS LLC**, as agents for the Second Lien Creditors. Unless otherwise defined in this Acknowledgement, terms defined in the Intercreditor Agreement have the same meanings when used in this Acknowledgement.

Each Credit Party hereby acknowledges that it has received a copy of the foregoing Intercreditor Agreement. Each Credit Party agrees that the Intercreditor Agreement may be amended by the Second Lien Agents and the First Lien Agent, without notice to, or the consent of any Credit Party or any other Person; provided, however, that each Credit Party agrees to be bound by the Intercreditor Agreement only as in effect on the date hereof and, to the extent that such Credit Party has been notified of the terms of any amendment, and if such amendment affects the rights, duties, liabilities and obligations of such Credit Party, has consented in writing thereto, as so amended.

[SIGNATURE PAGES FOLLOW]

CREDIT PARTIES

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN GLOBAL LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDING LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE HOLDING CORP.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc.
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, as Sole Member
By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: carolyne cesar C6005B112CAE45F...
Name: Carolyne Cesar
Title: Secretary

AGILETHOUGHT MÉXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

FACULTAS ANALYTICS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

FAKTOS INC., S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412493...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

CUARTO ORIGEN, S. DE R.L. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412493...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGS ALPAMA GLOBAL SERVICES MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

ENTREPIDS MÉXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AN UX, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AN EVOLUTION, S. DE R.L. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AN DATA INTELLIGENCE, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

ANZEN SOLUCIONES, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGILETHOUGHT SERVICIOS MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

AGILETHOUGHT SERVICIOS ADMINISTRATIVOS, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-Fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduno
Title: Attorney-in-Fact

EXHIBIT 34

Amendment No. 1 to the Intercreditor Agreement

Execution Version

AMENDMENT NO. 1 TO SUBORDINATION AND INTERCREDITOR AGREEMENT

This AMENDMENT NO. 1 TO SUBORDINATION AND INTERCREDITOR AGREEMENT, dated as of April 18, 2023 (this "**Amendment**"), is made by and among Blue Torch Finance LLC, as administrative agent (in such capacity, with its successors and assigns, the "**First Lien Agent**") and GLAS USA LLC and GLAS Americas LLC, each, as administrative agent and collateral agent, respectively (in such capacity, collectively, with their respective successor and assigns, the "**Second Lien Agents**"), and is acknowledged by each of the Credit Parties.

WHEREAS, reference is hereby made to that certain Subordination and Intercreditor Agreement, dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to this Amendment, the "**Existing Intercreditor Agreement**" and, as amended by this Amendment, the "**Intercreditor Agreement**"; capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Existing Intercreditor Agreement), made by and between the First Lien Agent and the Second Lien Agents, and acknowledged by each of the Credit Parties;

WHEREAS, on the date hereof, the parties to the First Lien Loan Agreement are entering into that certain Forbearance Agreement (the "**First Lien Forbearance**"), pursuant to which the parties to the First Lien Loan Agreement have agreed, among other things, to forbear for a specified term from exercising rights and remedies with respect to certain scheduled defaults, subject to the terms and conditions set forth therein and have consented to this Amendment;

WHEREAS, substantially contemporaneously with entry into this Agreement, the First Lien Agent, the lenders under the First Lien Loan Agreement, and the Credit Parties will enter into that certain amendment to the First Lien Loan Agreement to, among other things, provide for up to $3,000,000 in 2023 Incremental Revolving Loans (the "**First Lien Loan Amendment**");

WHEREAS, as a condition precedent to the effectiveness of the First Lien Forbearance, the First Lien Agent has required the execution, delivery and performance of this Amendment by the parties hereto; and

WHEREAS, the parties hereto further wish to make certain amendments to the Existing Intercreditor Agreement pursuant to Section 9.3 thereof.

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

Section 1. Defined Terms; References. Unless otherwise specifically defined herein, each term used herein (including, without limitation, in the preamble and recitals hereto) which is defined in the Existing Intercreditor Agreement has the meaning assigned to such term in the Existing Intercreditor Agreement. Each reference to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference to the Existing Intercreditor Agreement contained in the Existing Intercreditor Agreement shall, after this Amendment becomes effective, refer to the Existing Intercreditor Agreement as amended by this Amendment, and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

Section 2. **Amendments to Existing Intercreditor Agreement**. The parties hereto agree that on the Amendment No. 1 Effective Date (as defined below), Section 1.1 of the Existing Intercreditor Agreement shall be amended by amending and restating the definitions of

(a) "First Lien Cap" therein as follows:

""**First Lien Cap**" means the sum of:

(a) (i) an aggregate principal amount equal to (A) $69,600,000 plus (B) an amount equal to 120% of outstanding 2023 Incremental Revolving Loans (as defined in the First Lien Loan Amendment) (which amount shall not exceed 120% of $3,000,000)[1] minus (ii) any principal payments and prepayments of First Lien Term Loans and permanent revolving commitment reductions under the First Lien Documents (other than the termination of such revolving loan commitments in connection with a Refinancing thereof), plus

(b) (x) accrued but unpaid interest, commitment, facility, utilization, and other analogous fees and, if applicable, prepayment premiums, and (y) capitalized interest and/or fees in the amounts set forth on Schedule A hereof, in each case of (x) and (y), on the First Lien Obligations referred to in clause (a) above, plus

(c) all fees, expenses, premium (if any), reimbursement obligations, and other amounts of a type not referred to in clause (a) or (b) above payable in respect of the amounts referred to in clauses (a) or (b) above.

For purposes of this definition, all payments of First Lien Obligations will be deemed to be applied first to reduce the First Lien Obligations referred to in clause (a)(1) above and thereafter to reduce any Excess First Lien Obligations."

(b) "Permitted Second Lien Loan Payments" therein as follows:

""**Permitted Second Lien Loan Payments**" shall mean:

(a) non-cash interest payments upon,

(i) the Second Lien Dollar Loans of up to 11.00% per annum on the outstanding principal balance thereof pursuant to Section 4.2 of the Second Lien Loan Agreement, and

(ii) the Second Lien Peso Loans of up to 17.41% per annum on the outstanding principal balance thereof pursuant to Section 4.2 of the Second Lien Loan Agreement;

(b) any non-cash payment of the Second Lien Obligations that take the form of common equity of Holdings as a result of the exercise of the Second Lien Lenders' conversion rights under Article XVIII of the Second Lien Loan Agreement;

(c) any payment to the Second Lien Agents solely on account of Acceptance Fee, Facility Agent Fee and Collateral Agent Fee (each as defined in the Agents Fee Letter), each made in accordance

[1] **NTD**: Equal to a 20% cushion on total of $55MM of TL and $3MM of initial revolver and up to $3 million of 2023 expanded revolver.

with the terms and conditions of the Agents Fee Letter and solely up to the amounts set forth in the Agents Fee Letter;

(d) any reimbursement for out-of-pocket costs and expenses of the Administrative Agent and the Lenders (including Attorney Costs and Taxes (as defined in the Second Lien Loan Agreement)) in connection with the preparation, execution, delivery, administration (including perfection and protection of any Collateral), and/or amendment of the Second Lien Document in amount, in any given year, up to US$531,579 for the fees and expenses of Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Lenders, and US$75,000 for the fees and expenses of the Administrative Agent and counsel to the Administrative Agent;

(e) any payment in respect of the indemnification obligations of the Second Lien Borrowers under Section 15.17 of the Second Lien Loan Agreement;

(f) so long as (i) no First Lien Default has occurred or is continuing and (ii) the First Lien Leverage Ratio of Holdings and its Subsidiaries immediately prior to and after giving effect to such payment, prepayment, repayment, repurchase or redemption on a pro forma basis does not exceed 2.50 to 1.00, the Existing Second Lien Loan Agreement (including, without limitation, payments of principal of, interest on, and any other amount in respect of the Existing Second Lien Loan Agreement) in an aggregate amount not to exceed the aggregate amount outstanding under the Existing Second Lien Loan Agreement on the date hereof; and

(g) so long as such payment, prepayment, repayment, repurchase or redemption is made solely with the Net Cash Proceeds of any Equity Issuance, the Existing Second Lien Loan Agreement, in an aggregate amount not to exceed 25% of the Net Cash Proceeds of such Equity Issuance (after giving effect to any mandatory prepayment under Section 2.06(c)(iii) of the Existing First Lien Loan Agreement).

All references to the Second Lien Loan Agreement and First Lien Loan Agreement in this definition shall be references to such agreements as in effect on the date hereof."

Section 3. **Effectiveness.** The terms and provisions of this Amendment will be effective immediately upon the first date on which (a) this Amendment has been duly executed by the First Lien Agent, the Second Lien Agents, and acknowledged by each of the Credit Parties and (b) the First Lien Loan Amendment, providing for up to $3,000,000 in 2023 Incremental Revolving Loans has been executed and is effective (such date, the "**Amendment No. 1 Effective Date**").

Section 4. **Consent and Acknowledgment**. Each of the parties hereto hereby acknowledges and confirms (i) that after giving effect to this Amendment, the Existing Intercreditor Agreement as amended by this Amendment (including in respect of the subordination provisions set forth in Section 2 thereof) shall continue in full force and effect and (ii) the Intercreditor Agreement and the rights and obligations of the parties thereto arising thereunder shall not be affected, modified or impaired in any manner, except to the extent specifically herein set forth.

Section 5. **Counterparts**. This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page to this Amendment by facsimile transmission or other electronic transmission (including ".pdf," ".tiff" or similar format) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 6. **Applicable Law**. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. **Miscellaneous**. The provisions of Section 9 of the Existing Intercreditor Agreement shall apply with like effect to this Amendment.

Section 8. **Headings**. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Signature pages follow]

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

BLUE TORCH FINANCE LLC,
as First Lien Agent

By: DocuSigned by: Kevin Genda 33D5F77A86E142A... _____
Name: Kevin Genda
Title: CEO

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name:
Title:

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

BLUE TORCH FINANCE LLC,
as First Lien Agent

By: _____
Name:
Title:

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name:Katie Fischer
Title:Vice President

The undersigned hereby acknowledge and consent to the foregoing Amendment of the day and year first above written.

Acknowledged by:

CREDIT PARTIES:

AGILETHOUGHT, INC.

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT, LLC

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Manager

4TH SOURCE, LLC

DocuSigned by:
By: Diana Abril
E6CC3F0A1E12402...
Name: Diana P. Abril
Title: Manager

IT GLOBAL HOLDINGS LLC

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: Chief Executive Officer

4TH SOURCE HOLDING CORP.

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

QMX INVESTMENT HOLDINGS USA, INC.

DocuSigned by:
By: Manuel Senderos
98F7D4297412499...
Name: Manuel Senderos
Title: President

AGS ALPAMA GLOBAL SERVICES USA, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: Diana Abril E6CC3F0A1E12402...
Name: Diana Abril
Title: Secretary

4TH SOURCE MEXICO, LLC

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AN USA

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: President

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name: Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Manuel Senderos 98F7D4297412499...
Name:Manuel Senderos
Title: Attorney-in-fact

By: DocuSigned by: Mauricio Garduño 9CAF66D4D13C4E8...
Name: Mauricio Garduño
Title: Attorney-in-fact

EXHIBIT 35

Amendment No. 2 to the Intercreditor Agreement

Execution Version

AMENDMENT NO. 2 TO SUBORDINATION AND INTERCREDITOR AGREEMENT

This AMENDMENT NO. 2 TO SUBORDINATION AND INTERCREDITOR AGREEMENT, dated as of July 17, 2023 (this "**Amendment**"), is made by and among Blue Torch Finance LLC, as administrative agent (in such capacity, with its successors and assigns, the "**First Lien Agent**") and GLAS USA LLC and GLAS Americas LLC, each, as administrative agent and collateral agent, respectively (in such capacity, collectively, with their respective successor and assigns, the "**Second Lien Agents**"), and is acknowledged by each of the Credit Parties.

WHEREAS, reference is hereby made to that certain Subordination and Intercreditor Agreement, dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to this Amendment, the "**Existing Intercreditor Agreement**" and, as amended by this Amendment, the "**Intercreditor Agreement**"), made by and between the First Lien Agent and the Second Lien Agents, and acknowledged by each of the Credit Parties;

WHEREAS, substantially contemporaneously with entry into this Agreement, the First Lien Agent, the lenders under the First Lien Loan Agreement, and the Credit Parties will enter into that certain amendment to the First Lien Loan Agreement to, among other things, provide for up to $4,635,490 in additional loans to the Credit Parties (the "**First Lien Loan Amendment**");

WHEREAS, as a condition precedent to the effectiveness of the First Lien Loan Amendment, the First Lien Agent has required the execution, delivery and performance of this Amendment by the parties hereto; and

WHEREAS, the parties hereto further wish to make certain amendments to the Existing Intercreditor Agreement pursuant to Section 9.3 thereof.

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

Section 1. **Defined Terms; References**. Unless otherwise specifically defined herein, each term used herein (including, without limitation, in the preamble and recitals hereto) which is defined in the Existing Intercreditor Agreement has the meaning assigned to such term in the Existing Intercreditor Agreement. Each reference to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference to the Existing Intercreditor Agreement contained in the Existing Intercreditor Agreement shall, after this Amendment becomes effective, refer to the Existing Intercreditor Agreement as amended by this Amendment, and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

Section 2. **Amendments to Existing Intercreditor Agreement**. The parties hereto agree that on the Amendment No. 2 Effective Date (as defined below), Section 1.1 of the Existing Intercreditor Agreement shall be amended by amending and restating clause (a) of the definition of "First Lien Cap" therein as follows:

"(a) (i) an aggregate principal amount equal to (A) $69,600,000 plus (B) an amount equal to 120% of outstanding 2023 Incremental Revolving Loans (which amount shall not exceed 120% of $3,000,000)[1], plus (C) $4,635,490 (the initial principal amount of additional term loans funded under the First Lien Loan

[1] **NTD**: Equal to a 20% cushion on total of $55MM of TL and $3MM of initial revolver and up to $3 million of 2023 expanded revolver.

Documents) plus paid-in-kind interest thereon that is capitalized and added to the principal balance of the First Lien Obligations from time to time, plus (D) $2,500,000 (the fee incurred under the fee letter entered into in connection with additional term loans funded under the First Lien Loan Documents, and which fee is added to the principal balance of the First Lien Obligations) plus paid-in-kind interest thereon that is capitalized and added to the principal balance of the First Lien Obligations, minus (ii) any principal payments and prepayments of First Lien Term Loans and permanent revolving commitment reductions under the First Lien Documents (other than the termination of such revolving loan commitments in connection with a Refinancing thereof), plus".

Section 3. **Effectiveness.** The terms and provisions of this Amendment will be effective immediately upon the first date on which (a) this Amendment has been duly executed by the First Lien Agent, the Second Lien Agents, and acknowledged by each of the Credit Parties and (b) the First Lien Loan Amendment, providing for up to $4,635,490 in additional term loans has been executed and, subject to the contemporaneous effectiveness of this Amendment, is effective (such date, the "**Amendment No. 2 Effective Date**").

Section 4. **Consent and Acknowledgment**. Each of the parties hereto hereby acknowledges and confirms (i) that after giving effect to this Amendment, the Existing Intercreditor Agreement as amended by this Amendment (including in respect of the subordination provisions set forth in Section 2 thereof) shall continue in full force and effect and (ii) the Intercreditor Agreement and the rights and obligations of the parties thereto arising thereunder shall not be affected, modified or impaired in any manner, except to the extent specifically herein set forth.

Section 5. **Counterparts**. This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page to this Amendment by facsimile transmission or other electronic transmission (including ".pdf," ".tiff" or similar format) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 6. **Applicable Law**. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. **Miscellaneous**. The provisions of Section 9 of the Existing Intercreditor Agreement shall apply with like effect to this Amendment.

Section 8. **Headings**. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Signature pages follow]

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

BLUE TORCH FINANCE LLC,
as First Lien Agent

By: DocuSigned by: Kevin Genda
33D5F77A88E142A...
Name: Kevin Genda
Title: CEO

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name:
Title:

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

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name: Jeffrey Schoenfeld
Title: Vice President

The undersigned hereby acknowledge and consent to the foregoing Amendment of the day and year first above written.

Acknowledged by:

CREDIT PARTIES:

AGILETHOUGHT, INC.

DocuSigned by:
By: Manuel Senderos
46EECA854EC64B4...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By:_____
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

The undersigned hereby acknowledge and consent to the foregoing Amendment of the day and year first above written.

Acknowledged by:

CREDIT PARTIES:

AGILETHOUGHT, INC.

By:_____
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member
By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member
By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By: DocuSigned by: _____ 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By:_____
Name:
Title:

AGILETHOUGHT MEXICO, S.A. DE C.V.

By:_____
Name:
Title:

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By:_____
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Mauricio Garduno 9CAF66D4D13C4E8...
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Mauricio Garduno 9CAF66D4D13C4E8...
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AN GLOBAL LLC

DocuSigned by:

By: Patrick Bartels Jr.
95ACF578458A4F8...

Name: Patrick Bartels Jr.
Title: Manager

EXHIBIT 36

Amendment No. 3 to the Intercreditor Agreement

EXECUTION VERSION

AMENDMENT NO. 3 TO SUBORDINATION AND INTERCREDITOR AGREEMENT

This AMENDMENT NO. 3 TO SUBORDINATION AND INTERCREDITOR AGREEMENT, dated as of August 18, 2023 (this "**Amendment**"), is made by and among Blue Torch Finance LLC, as administrative agent (in such capacity, with its successors and assigns, the "**First Lien Agent**") and GLAS USA LLC and GLAS Americas LLC, each, as administrative agent and collateral agent, respectively (in such capacity, collectively, with their respective successor and assigns, the "**Second Lien Agents**"), and is acknowledged by each of the Credit Parties.

WHEREAS, reference is hereby made to that certain Subordination and Intercreditor Agreement, dated as of May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to this Amendment, the "**Existing Intercreditor Agreement**" and, as amended by this Amendment, the "**Intercreditor Agreement**"), made by and between the First Lien Agent and the Second Lien Agents, and acknowledged by each of the Credit Parties;

WHEREAS, substantially contemporaneously with entry into this Agreement, the First Lien Agent, the lenders under the First Lien Loan Agreement, and the Credit Parties will enter into that certain amendment to the First Lien Loan Agreement to, among other things, provide for up to $10,598,775 in additional term loans to the Credit Parties (the "**First Lien Loan Amendment**");

WHEREAS, as a condition precedent to the effectiveness of the First Lien Loan Amendment, the First Lien Agent has required the execution, delivery and performance of this Amendment by the parties hereto; and

WHEREAS, the parties hereto further wish to make certain amendments to the Existing Intercreditor Agreement pursuant to Section 9.3 thereof.

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

Section 1. **Defined Terms; References**. Unless otherwise specifically defined herein, each term used herein (including, without limitation, in the preamble and recitals hereto) which is defined in the Existing Intercreditor Agreement has the meaning assigned to such term in the Existing Intercreditor Agreement. Each reference to "this Agreement," "hereof," "hereunder," "herein" and "hereby" and each other similar reference to the Existing Intercreditor Agreement contained in the Existing Intercreditor Agreement shall, after this Amendment becomes effective, refer to the Existing Intercreditor Agreement as amended by this Amendment, and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

Section 2. **Amendments to Existing Intercreditor Agreement**. The parties hereto agree that on the Amendment No. 3 Effective Date (as defined below), Section 1.1 of the Existing Intercreditor Agreement shall be amended by amending and restating clause (a) of the definition of "First Lien Cap" therein as follows:

"(a) (i) an aggregate principal amount equal to (A) $69,600,000 plus (B) an amount equal to 120% of outstanding 2023 Incremental Revolving Loans (as defined in the First Lien Loan Agreement) (which amount shall not exceed 120% of $3,000,000)[1], plus (C) $4,635,490 (the initial principal amount of

[1] **NTD**: Equal to a 20% cushion on total of $55MM of TL and $3MM of initial revolver and up to $3 million of 2023 expanded revolver.

Additional Term Loans (as defined in the First Lien Loan Agreement) funded under the First Lien Documents) plus paid-in-kind interest thereon that is capitalized and added to the principal balance of the First Lien Obligations from time to time, plus (D) $2,500,000 (the fee incurred under the fee letter entered into in connection with the Additional Term Loans funded under the First Lien Documents, and which fee is added to the principal balance of the First Lien Obligations) plus paid-in-kind interest thereon that is capitalized and added to the principal balance of the First Lien Obligations, plus (E) $10,598,775 (the initial principal amount of Second Additional Term Loans (as defined in the First Lien Loan Agreement) funded under the First Lien Documents) plus paid-in-kind interest thereon that is capitalized and added to the principal balance of the First Lien Obligations from time to time, plus (F) $953,889.75 (the fee incurred under the fee letter entered into in connection with the Second Additional Term Loans funded under the First Lien Documents, and which fee is added to the principal balance of the First Lien Obligations) plus paid-in-kind interest thereon that is capitalized and added to the principal balance of the First Lien Obligations, minus (ii) any principal payments and prepayments of First Lien Term Loans and permanent revolving commitment reductions under the First Lien Documents (other than the termination of such revolving loan commitments in connection with a Refinancing thereof), plus".

Section 3. **Effectiveness.** The terms and provisions of this Amendment will be effective immediately upon the first date on which (a) this Amendment has been duly executed by the First Lien Agent, the Second Lien Agents, and acknowledged by each of the Credit Parties, (b) payment of the fees and expenses of the Second Lien Agents and the Second Lien Lenders (including, but not limited to, the fees and expenses of counsel to the Second Lien Agent and Second Lien Lenders), in the amount of $220,307.59 and (c) the First Lien Loan Amendment, providing for up to $10,598,775 in additional term loans has been executed and, subject to the contemporaneous effectiveness of this Amendment, is effective (such date, the "**Amendment No. 3 Effective Date**").

Section 4. **Consent and Acknowledgment**. Each of the parties hereto hereby acknowledges and confirms (i) that after giving effect to this Amendment, the Existing Intercreditor Agreement as amended by this Amendment (including in respect of the subordination provisions set forth in Section 2 thereof) shall continue in full force and effect and (ii) the Intercreditor Agreement and the rights and obligations of the parties thereto arising thereunder shall not be affected, modified or impaired in any manner, except to the extent specifically herein set forth.

Section 5. **Counterparts**. This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page to this Amendment by facsimile transmission or other electronic transmission (including ".pdf," ".tiff" or similar format) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 6. **Applicable Law**. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. **Miscellaneous**. The provisions of Section 9 of the Existing Intercreditor Agreement shall apply with like effect to this Amendment.

Section 8. **Headings**. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Signature pages follow]

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

BLUE TORCH FINANCE LLC,
as First Lien Agent

By: DocuSigned by: Kevin Genda 33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name:
Title:

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

BLUE TORCH FINANCE LLC,
as First Lien Agent

By: _____
Name:
Title:

GLAS USA LLC
GLAS AMERICAS LLC
as Second Lien Agents

By: _____
Name: Katie Fischer
Title: Vice President

The undersigned hereby acknowledge and consent to the foregoing Amendment of the day and year first above written.

Acknowledged by:

CREDIT PARTIES:

AGILETHOUGHT, INC.

By: DocuSigned by: Manuel Senderos 46EECA854EC64B4...
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By:_____
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By:_____
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

The undersigned hereby acknowledge and consent to the foregoing Amendment of the day and year first above written.

Acknowledged by:

CREDIT PARTIES:

AGILETHOUGHT, INC.

By:_____
Name: Manuel Senderos
Title: Chief Executive Officer

AGILETHOUGHT, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE, LLC

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

IT GLOBAL HOLDINGS LLC
By: AN Global LLC, its Sole Member

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

4TH SOURCE HOLDING CORP.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

QMX INVESTMENT HOLDINGS USA, INC.

By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member
By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.
By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member
By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Manager

AN USA
By: DocuSigned by: 95ACF578458A4F8...
Name: Patrick Bartels Jr.
Title: Director

AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By:_____
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

By:_____
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGS ALPAMA GLOBAL SERVICES USA, LLC
By: QMX Investment Holdings USA, Inc., its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Director

ENTREPIDS TECHNOLOGY INC.

By:_____
Name: Patrick Bartels Jr.
Title: Director

4TH SOURCE MEXICO, LLC
By: 4th Source, LLC, its Sole Member

By:_____
Name: Patrick Bartels Jr.
Title: Manager

AN USA

By:_____
Name: Patrick Bartels Jr.
Title: Director

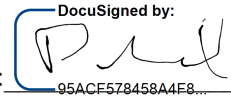
AGILETHOUGHT DIGITAL SOLUTIONS, S.A.P.I. DE C.V.

By: DocuSigned by: Mauricio Garduno 9CAF66D4D13C4E8...
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AGILETHOUGHT MEXICO, S.A. DE C.V.

By: DocuSigned by: Mauricio Garduno 9CAF66D4D13C4E8...
Name: Mauricio Garduño González Elizondo
Title: Chairman of the Board of Directors

AN GLOBAL LLC

By: 

Name: Patrick Bartels Jr.
Title: Manager